Haines House

Haines, Alaska

Owned and operated by

Board of National Missions
of the
Presbyterian Church in the United States of America

Elvira T. Maurstad, Executive

UNIT OF EDUCATIONAL AND MEDICAL WORK
ANSWERED 2/21/46
FEB 19 1946
NOTED

February 15, 1946

Florence M. Goddard
Assist. in the Unit Educational
and Medical Work
156 Fifth Avenue
New York 10, N.Y.

Dear Miss Goddard:

I have been able to get a price on the amount of fir plywood and canite to finish the recreational building. So far I have not been able to get a price on flooring as I am told that it is not avaible at present.

Plywood 1000 sq ft.	$82.10
Canite Ivory 1000 sq. ft.	41.00
Freight as close as I can figure it will be	30.00
Total	$153.10

The stove and the electric wiring and lights have been installed and the bill for same will be sent to the New York Office in a few days. We will be looking forward to geting this material when the funds are available.

Most sincerely yours,

Elvira T. Maurstad

Elvira T. Maurstad
Director, Haines House

V. Haines

64-1

February 21, 1946

AIR MAIL

My dear Mrs. Maurstad:

Your letter of February 19 answering our question in regard to the finishing of the recreation building has been received and we are glad that you have now secured a price. We shall enter among your list of needs the figure of $153.10 for ply wood and interior finish.

You state that the stove and electric wiring and lights have been installed and that the bill will be sent forward in a few days. You did not state, however, how much this will be but since the bill will be coming soon this will, of course, answer our question.

Very sincerely yours

Assistant in the Unit
Educational and Medical Work

Mrs. Elvira T. Maurstad
Haines House
Haines, Alaska
FMG:eh

EDUCATIONAL AND MEDICAL WORK
APPROVED
MAR 19 1946

March 11, 1946

Lucien B. Tribus
Asst. General Counsel
156 Fifth Avenue
New York 10, N.Y.

Dear Mr. Tribus:

I delayed answering your letter of December 12, until I had a opportunity of talking to Mr. Stabler regarding the property. He said that if there were no court cost that the expense of taking care of the leases would not be much. How much the court costs would be would depend upon the work involved. Maybe you could explain the work involved better than I because I do not know what you want done with tracts A-1 and 2.

Regarding the leases for Mr. Erik Oslund and Mr. J. McGehee. Mr. Stabler suggested that terms agreed upon be sent to you and if agreable to you, the leases be made up in your office as the Board has their own form for them. These lots are not in the government leased areas.

Mr. Erik Oslund has again asked if he could get a long term lease on the property which he has been leasing from the Board, with an additional piece toward the corner, of 74'x30'. He is willing to pay $4.50 per month for 50 years, starting immediately, or will buy. Would the Board be willing to sell this triangle measuring 175' in length, 125' at one end and 20' atthe other end, for $2,700.00? Mr. Oslund has at the present time two very large oil storage tanks on the 100'x 125' property. He wants to build a storage shed for case gas etc. on the new strip.

Mr. Oslund is also interested in leasing lot 5 and 30ft. of lot 4 in block 3. This would be a piece of property with an 80' front and 150' depth. It is located on the corner of Main St. and 5th. Avenue, SBO 402 on Presbyterian Mission Reserve. He intends to build a modern fireproof hardware store building and filling station. The filling station to be on the corner lot. This would be an investment of at least $35,000.00. In order to protect his investment he would have to buy this property or take a long term lease on it. He would like to get a 1 year lease at the rate of $6.50 per month rent with the privilege of renewing it for 49 years or purchase the property when avaible for sale, under the following terms:

1. Lease price $6.50 per month
2. Terms: 1 year with privilege of purchasing property when it is for sale. The rent paid to apply on purchase price. Or if not for sale at end of year, the privilege of leasing it for 49 years at $6.50 per month rent.
3. If business is sold anytime during the 50 year period that the

party purchasing business will be able to take over lease on same terms.

Would the Board be willing to sell this property 80'x 150' for the price of $4000.00? Mr. Oslund and his nephew Mr. Nelson are reliable business men, also they would not bring any liquor on the premises.

The property Mr. McGehee wants to lease is Lot 4 block 2. He wants a 33 year lease at $5.00 per month rent. With clause in lease that should he sell his business the new owner would have the privilege of continuing the lease. This lot borders on Main street and has a frontage of 57.76. S80 40 E. Mr. Mc Gehee's lease would probable not go into effect until next Fall as Mrs. Abbott paid the lease for this year.(See my letter to Miss Voss Nov. 3, 1945)

I would certainly recommend that this property be released to these men. Enclosed you will find sketch of these lots.

Sincerely yours,

(Mrs.)Elvira T. Maurstad

Encl: 1
Copy to Miss Voss

2
3
30
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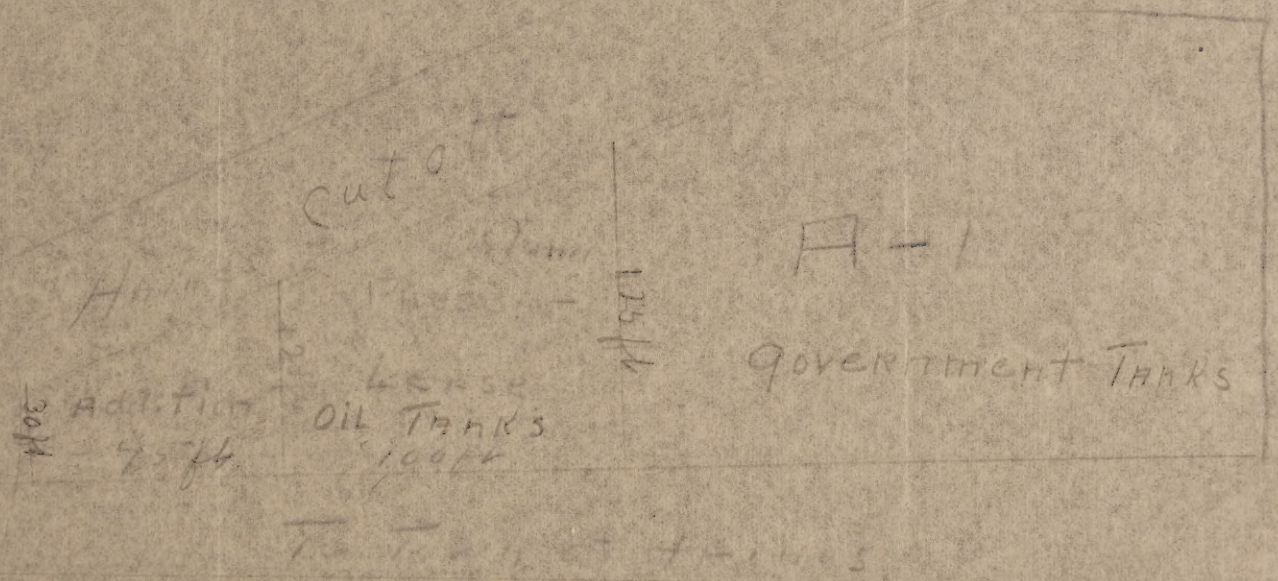
30
50
50
FOURTH AVE


cut off
A-1
Government Tanks
Oil Tanks

APR 2 1946

April 1, 1946

Mrs. Elvira T. Maurstad, Executive
Haines House
Haines, Alaska

Dear Mrs. Maurstad:

After consultation with Miss Voss of your letter of March 11, 1946, please be advised that the Board is not interested in selling any of the Haines property at the present time, nor will it consider entering into any long term leases.

In regard to the request of Mr. Erik Oslund, we would prefer that he vacate the property near the corner on which he has two old oil storage tanks. However, if this would work a hardship on him, the Board would be willing to enter into a lease for a further period of one or two years at a rental of $6.00 per month, providing such a lease will meet with local O.P.A. regulations. This is very important and should be checked with Mr. Stabler before any attempt is made to negotiate for a new lease at this increased rental. The Board is not interested in renting any additional property to Mr. Oslund.

We understand that Mrs. John Abbott sold the garage building, formerly owned by her, to Mr. McGehee, and that he asked for a lease to the lot on which it stands. We would again prefer that he move the garage off the lot. The Board will however let him have a lease for one year in order to allow him time to remove the building. This lease should be based upon a rental of $5.00 per month.

Please take up with Mr. Stabler the items in Miss Voss' memorandum of December 10th, ignoring the reference to lot 4 and 5 in Block 2 and lots 4 and 5 in Block 3 which are covered by my statements pertaining to Mr. Oslund and Mr. McGehee in this letter. It is our desire that either Mr. Stabler or, if Mr. Stabler is otherwise occupied, our old attorney, Mr. Faulkner carry out immediately the various processes outlined in this memorandum, of which I inclose a copy. I am also inclosing herewith a copy of my letter of December 12, 1945 to Captain Joseph M. Morgan. This answers your question with regard to tracts a-1 and a-2.

It is our earnest desire and that of the Board that the Haines property be freed of all leaseholds just as soon as possible.

With kind personal regards and many thanks for your cooperation in this matter, I am

Sincerely yours,

lht/ar
C.C. Miss Voss
Inc.

Lucien H. Tribus
Asst. General Counsel

Haines Survey shows 266.54 acres

Deed given by Home Bd to Natl Bd (1931) shows 266.16 "

This 1 acre which is short may be a corner which on the survey is marked - "Triangle in conflict - Mission and War Dept."

Board of National Missions
of the Presbyterian Church in the
United States of America
156 Fifth Avenue, New York, N. Y.

August 4, 1943

Dr. Jackman
Miss Voss
Property Haines, Alaska

April 8, 1946

A checkup of our property records for Haines House property shows that the Board of Home Missions acquired occupancy rights to 366⅔ acres of property in 1896 to develop missionary work among natives of Haines, Alaska. Later the Government requested the release of 100 acres for the Army post now known as Chilkoot Barracks. This 100 acres was given back to the Government without charge. In 1912 a patent was issued by the Government to the Board of Home Missions for the remaining 266⅔ acres. This patent constitutes an absolute deed. It is this amount of land less a small triangle of about an acre which now constitutes the property used by this Unit in connection with Haines House.

Mr. Bromley was evidently wrong when he stated that the 100 acres had been leased to the Government with a return clause.

Edna R. Voss, Secretary
Unit of Educational and
Medical Work

ERV:ina

EDUCATIONAL AND MEDICAL
APR 4 1946

MEMORANDUM April 3, 1946

To - - Miss Voss and Mr. Tribus
From - Unit of Work in Alaska
re: - Haines, Alaska property

In a letter just received from Dr. Jackman written in Juneau on March 31st, he suggested that the following information be forwarded to you:

> "Mr. Bromley has indicated that the land on which the Chilkoot Barracks at Haines are standing was given by the Board to the Federal Government for military purposes to be returned to the Board when this use ended. The Barracks are now declared surplus property and are being advertised for sale. This land should come back to the Board.
>
> "Inquire and see if we have a copy of this agreement with the Federal Government in our files on the Haines property. We are searching up here but have found nothing yet. This is important and should be done as soon as possible."

We shall be glad to have a report on this so that some word can be forwarded to Dr. Jackman in Alaska. If you care to write to him directly we can give you an address where he may be reached.

Unit of Work in Alaska
per Frieda Koerner

FK

M E M O R A N D U M

April 5, 1946

APR 8 1946

To: Miss Frieda Koerner

From: Lucien H. Tribus

Re: Haines, Alaska property

In reply to your memorandum of April 3, 1946, please be advised that our records indicate that the Board of National Missions entered into the following leases with the United States of America:

Lease #1184, dated December 1, 1942 and covering the following described property:
"Lots number 4, 5, 6 and 7 in Block 4 as shown on plat of Presbyterian Mission Addition to the city of Haines, Territory of Alaska and being approximately 190' x 140', lying south of and facing Main Street."
This lease was to be used for Military purposes: Temporary barracks, warehouse and open storage.

Lease #1185, dated December 1, 1942 and covering the following described property:
"Lots number 1 to 8, both inclusive, in Block 5, as shown on plat of Presbyterian Mission Addition to the city of Haines, Territory of Alaska and being approximately 318'x 100 ', lying south of and facing Main Street."
This lease was to be used for Military purposes: Temporary barracks, warehouse and open storage.

Lease #1187, dated December 1, 1942 and covering the following described property:
"Lots number 2, 3, 4 and 5 in Block 3 as shown on plat of Presbyterian Mission, Addition to the city of Haines, Territory of Alaska and being approximately 150'x 140', lying south of and facing Main Street."
This lease was to be used for Military purposes: Temporary barracks, warehouse and open storage.

All of the three foregoing leases have been released. There are however two leases which still remain in effect. One of these leases was made on July 1, 1943 between this Board and The United States of America under #1434, and covers the following described property:

"ALL of that certain tract or parcel of land out of U.S. Survey No. 735 more particularly described by metes and bounds as follows, to-wit: Beginning at the Northwest corner (being corner No. 4) of U.S. Survey No. 735; Thence South 80° 59' East a distance of 2520 feet more or less, to the Northwest corner of Lot 8, Block 5, of the Presbyterian Reserve Subdivision, being also the Northwest corner of that certain tract covered by Lease No. W-3416-Eng-1185; Thence South 9° 5' West to

To: Miss Frieda Koerner
Re: Haines, Alaska property

April 5, 1946

the Southwest corner of said Lot 8, Block 5; Thence South 80° 59' East to the Southeast corner of Lot 4, Block 4, of the Presbyterian Mission Reserve Subdivision, said point being also the Southeast corner of that certain tract covered by Lease No. W-3416-Eng-1184; Thence South 9° 5' West a distance of 620 feet, more or less, to a point in the North Right-of-Way line of the Haines Military Cut-Off Road; Thence in a Westerly direction along the North Right-of-Way line of said road to the West line of U. S. Survey No. 735; thence North 9° 18' East a distance of 310 feet to the place of beginning containing 22 acres of land, more or less;"
This lease was to be used for a Warehouse area.

The other lease #1435 was made on July 1, 1943 between this Board and The United States of America and covers the following described property:

"ALL that certain tract or parcel of land out of U.S. Survey No. 735, more particularly described by metes and bounds as follows, to-wit: Beginning at a point on the North Right-of-Way boundary of the Haines Military Cut-Off Road from which point corner Number 2 of U. S. Survey No. 735 bears South 43° 35' West, 280 feet and East 353.7 feet; thence along the North Right-of-Way line of said Haines Military Cut-Off Road North 49° 17' West a distance of 510 feet for a corner; thence North 2° 47' West a distance of 195 feet for a corner; thence North 87° 13' East a distance of 265 feet to a point on the West line of the Haines-Chilkoot Barracks local road; Said road traversing and/or crossing the Eastern portion of said U.S. Survey No. 735; thence following the West line of said local road with its meanders in a Southeasterly direction to a point on the Chilkoot Barracks tract; thence South 43° 35' West a distance of 10 feet to the place of beginning, containing 98,000 square feet of land more or less."
This lease was to be used for fuel storage purposes.

The Board has not conveyed any property to the Government. The property was merely leased and as the leases are cancelled, any contractual relationship between the Board and the United States Government ceases. Obviously the Board has not passed title to the land. The land does not come back to the Board as it has remained in the Board's ownership all of the time. However, the improvements erected on the land, barracks, etc. are the personal property of the United States Government and may be sold by it to any purchaser. The purchaser would however necessarily have to remove the improvements from the land unless the Board were willing to sell the land. We have all of the agreements in the files together with the duly executed releases of the terminated agreements. Also the land was not given to the Government. The Government paid the Board rent in every case.

L.H.T

Lucien H. Tribus

lht/ar
C. C. Miss Voss

Mr. Tribus
Miss Voss

April 8, 1946

Apparently in your memo of April 5 to Miss Koerner on the Maines property, you did not go back to the historical files. My memo to Dr. Jackman in answer to Miss Koerner's memo to you and me is enclosed.

Edna R. Voss, Secretary
Unit of Educational and
Medical Work

ERV:ina

BOARD OF EDUCATIONAL AND CHURCH EXTENSION
APR 29 1946
NEW YORK

April 23, 1946

Lucien A. Tribus
Asst. General Counsel
156 Fifth Avenue
New York 10, N.Y.

Dear Mr. Tribus:

This is to acknowledge your letter of April 1. I was sorry to hear of the decision regarding the leasing of the oil tank property to Mr. Oslund, for two reasons:

First: Mr. Oslund, because he was under the impression when the lease was first made that he had a long term lease, installed two large tanks with concrete foundations that go many feet into the ground. He has a big investment in these tanks at the present time. Then too, it would cost him a great deal to move them and build new foundations. These tanks are well kept up and are not unsightly. Mr. Oslund owns the pipeline from the front end of the dock to his tanks which are several hundred feet from the dock. This is the only possible way he can get oil to his tanks. There is no place that he can move his tanks to and still connect with this line as the Government and the National Mission Board hold all the property. Mr. Oslund is the only oil dealer in town. It would be very awkward for Haines House and rather hard on our budget if they should discontinue our present discount on oil prices.

Second: Mr. Oslund's nephew, Mr. Nelson, who is in business with him and who will inherit the business when his old uncle dies, is a member of our Presbyterian Church. He and his wife were Presbyterians in the states. Mr. Nelson is one of the most intelligent, honest and progressive men in our town. If the Board turns down their offer to lease or buy and forces them to move their tanks, Haines Presbyterian Church will probably loose two members that they cannot afford to loose. Also the feeling in town will not be very kindly toward the Board and our work both in the Church and the Home will suffer.

The decision in your letter and in the memorandem from Miss Voss sounded final but I cannot refrain from giving you these details which I hadn't thought necessary to give before.

Regarding the new property, Mr. Oslund wanted to lease, he wouldn't be interested in renting it for a year or two if he could not secure the property later on.

I have received a notice from the Anchorage Surplus Board stating that the Chilkoot barracks and acreage has been released for public sale. Should it be purchased and divided off into lots for private sale the speculation is that the town will move over there.

Most sincerely yours,

Alvira T. Maurstad

cc Miss Voss

Dr. Jackman
Miss Voss

April 29, 1946

Here is a letter I have just dictated to Kenneth Fox, whose letter to me I am frank to say I consider tactless to put it mildly. I do not want to make things worse. Will you please look over my reply and be entirely frank in your appraisal of it?

I am frantically trying to get ready to leave for Puerto Rico tomorrow.

Edna R. Voss, Secretary
Unit of Educational and
Medical Work

ERV:ins
Att.

Air Mail

April 29, 1946

My dear Mr. Fox:

I have your letter of April 23 expressing "utter amazement" at the way we in this office handle our affairs at Haines. I am indeed grateful for all of this information which we are getting for the first time. My only comeback to your conviction that our "program for handling the Haines property needs to come under critical review" is that we have not yet learned the art of mind reading. If the information which your letter contains had been sent us either by Mrs. Maurstad or by you we would have been entirely sympathetic with Mr. Oslund's position as we are now after learning the details. I am at once getting in touch with Mr. Tribus, suggesting that we make an exception in Mr. Oslund's case to what we all consider a wise ruling, namely that we make no more long-term leases of the Haines property.

Very sincerely yours,

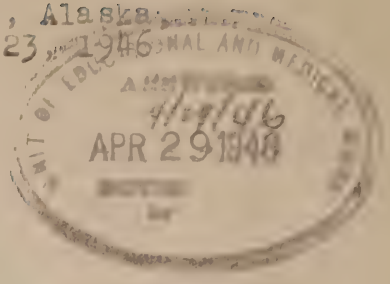
Edna R. Voss, Secretary
Unit of Educational and
Medical Work

Rev. Kenneth F. Fox
Presbyterian Church
Haines, Alaska
ERV:ina

P.S. Really, we are not as hard boiled here in this office as you seem to think and I want to assure you that we thoroughly appreciate your interest in Haines House and your cooperation.

E.R.V.

Haines, Alaska,
April 23, 1946



Miss Edna R. Voss, Sec.,
Educational and Medical Work,
156 Fifth Avenue,
New York, N.Y.

Dear Miss Voss:

I am taking the liberty of writing to you because of my utter amazement at an action recently taken by your department. I refer to the matter of terminating the lease now held by Erick Oslund on land on which are located two oil storage tanks. My feeling is that you do not realize all that is involved in such an action. I would have written to Dr. Jackman and have him take this matter up with you. However, I do not believe he has gotten back to his office, so I am taking this matter up directly with you. I am mailing a carbon copy of this letter to him.

I am firmly convinced that you are making a mistake in asking Mr. Oslund to vacate this property for the following reasons:

1. Haines House buys all its fuel oil through Mr. Oslund. He gives a reduction to the mission. If he is forced to vacate the above property he will no longer sell to the mission. Haines House will find it necessary to buy oil by the barrel, which will be an almost impossible task for Haines House personnel. Believe me, this is not an empty threat. It is a statement of fact.

2. It is not just a matter of removing "two old oil tanks" as suggested in Mr. Tribus' letter to Mrs. Maurstad. Those "two old oil tanks" represent an investment of approximately $7,000. The expense of moving them to another location is almost unthinkable for a small concern. It will practically put them out of business.

3. The land on which these tanks set has no particular value otherwise. It cannot be developed into farm land nor into anything else as long as the government storage tanks sit where they do.

4. The general appearance of the property will not be improved. The government owned storage tanks are more of an eye sore than the privately owned tanks.

5. Mr. Oslund's position in this matter is unfortunate. When the lease was made originally, he understood that it was for a long term. Mr. Oslund cannot read and when the lease was made out, he was either misinformed or he misunderstood the terms. Thinking he had a long term lease, he made a heavier investment in the property than he would have done had he known he had only a short term lease. This fact should be considered in your handling of this lease.

6. Finally, speaking from the point of view of the pastor of the Haines Church, if your department insists on going through with the above policy, it will be a serious hindrance to our whole church program. You cannot possible know all that is involved locally in a seemingly simple plan to vacate a piece of property. I will try to explain as briefly as possible.

Mr. Oslund is now an old man. Recently, his nephew, Mr. Alton Nelson, came to Haines to take over the management of the Oslund Hardware Company. The Nelsons are splendid people. They are Presbyterians from Hallock, Minnesota. They are just the kind of people Alaska needs. They are good contributors to the church, both in finances and in volunteer service. They let people know that they are Christians. They are the kind of people we must encourage. If you terminate this lease, they are going to have a feeling of unjust treatment on the part of the church--not without some grounds, I may add. Their first reaction to your request to vacate was that they might as well go back to the states.

I must confess that I have a growing conviction that your program for handling of Haines property needs to come under critical review. I refer especially to your refusal to lease or sell a plot of ground to Oslund for a filling station, and a plot of ground to McGehee for a garage. These men are established busness men of the community and the church ought to give them legitimate consideration. The clearing off of other property as you plan is worthy of commendation. There are some old houses that need to be cleared off. But on the other hand, Haines needs business expansion and the church should not block such progress.

I know that you have far-flunged properties under your administration so that this Haines matter may seem like a small thing. But I hasten to assure you that from the point of view of the total church program in Haines, this matter is not small. I feel that so much is involved that I believe you should change your suggested procedure or my own work will be so severely handicapped that I might as well resign. Unless you are in possession of facts that are unknown to us, The evidence seems to me to be overwhelmingly in favor of entering into a long term arrangement with the Oslund Hardware Company, that will be mutually satisfactory.

For the good of the church and the community, will you kindly reconsider your decision in this matter?

Most Sincerely,

Kenneth F. Fox

Kenneth F. Fox

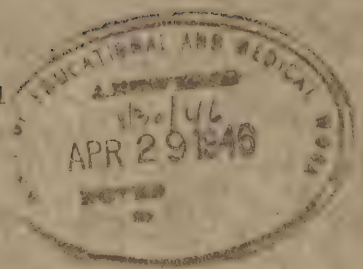
HAINES HOUSE
HAINES ALASKA

1/29/46

IMPORTANT
Miss Voss

This ought to be re-considered.

L.H.



Lucien H. Tribus
Asst. General Counsel
156 Fifth Avenue
New York 10, N.Y.

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Most sincerely yours,

Elvira T. Maurstad

cc Miss Voss

Mr. Tribus
Miss Voss

April 30, 1946

These letters from Mr. Fox and Mrs. Maurstad and my replies of April 29 and April 30 will speak for themselves. Dr. Jackman has just been down to explain the tone of Mr. Fox's letter. It seems he has been much hurt because he was not invited to be in on the hospital plans and is taking out his hurt on us here. Except for my comeback to him that we have not learned the art of mind reading I think you and I had better ignore his tirade and make an exception in Mr. Oslund's case. Since I am leaving for Puerto Rico this afternoon I shall have to leave it to you to write Mrs. Maurstad (by the way, she is leaving Haines House May 15 so you had better get it up at once), probably sending a copy of your letter to Mr. Fox. Please return this material for our files.

Edna R. Voss, Secretary
Unit of Educational and
Medical Work

ERV:ina
Dictated by Miss Voss
but signed in her absence

Air Mail

April 30, 1946

My dear Mrs. Maurstad:

I have a copy of your letter to Mr. Tribus of April 23. It is much too bad that either you or Mr. Fox or both of you did not give us full particulars relative to the property which Mr. Oslund has been attempting to lease from us. As I wrote Mr. Fox, we are not mind readers here in the office. It is true that we have ruled that we will not make long term leases at Haines, but all rules sometimes need exceptions and it does seem from the information we now have from both you and Mr. Fox that an exception should be made in Mr. Oslund's case. As I wrote Mr. Fox, I am getting in touch with Mr. Tribus at once asking him to write you.

Very sincerely yours,

Edna R. Voss, Secretary
Unit of Educational and
Medical Work

Mrs. Elvira T. Maurstad
Haines House
Haines, Alaska
ERV:ina
Dictated by Miss Voss
but signed in her absence

mendations to any office of the Board concerned when that office is proceeding a policy which is injurious to a local situation.

I received your wire in the Interior about the conference with Dr. Albrecht over the hospital at Haines. Dr. Albrecht indicated the passage of this new Federal government regulation that the Federal government would help a local community up to the extent of 70% of the costs of the building and equipment of a hospital. They are now seeking an allocation under that provision for Alaskan communities. He indicated that the Territorial Office has no standard of accreditation which is required before a hospital can begin operation. Where ever a hospital is being operated and rendering a service the Territorial Office is glad to cooperate with it. Your association there should get in touch with Dr. Albrecht and seek help through him for the completion and equipment of the Haines Hospital. When this is done you have a reason to expect cooperation and help through Miss Voss' office according to the present action of our Board.

In all the Board's relations with Haines let it be understood as a matter of general principle that we are here to help. If our actions seem bad give us more information. You will realize how much we depend upon information from the field to guide us in whatever we do.

It was good to visit with you in your home and to share Presbytery in all of its deliberations. Along the way many people told me of the fine work which you and your wife are doing. Blessings upon you!

Cordially yours,

J. E. J.

J. Earl Jackman, Secretary
Unit of Work in Alaska

JEJ:FK

CC Miss Voss

COPY for Miss Voss

Board of National Missions
of the Presbyterian Church in the
United States of America
156 Fifth Avenue, New York 10, N.Y.

May 2, 1946

MAY 3 1946

VIA AIRMAIL

The Rev. Kenneth F. Fox
Haines, Alaska

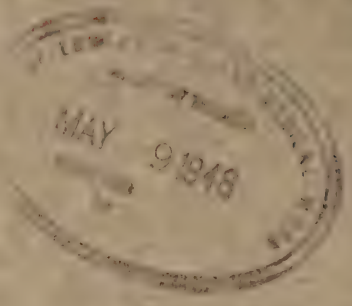
Dear Kenneth:

You must have been "all steamed up" when you wrote that letter to Miss Voss. Thinking back over my recent visit to Haines, I can see how you felt when you wrote the letter. I think you were a little hard on her but realize you wrote the letter under tremendous pressure in Haines.

This is simply an instance of "remote control". The office here did not realize the situation in Haines and, of course, you people in Haines do not realize the viewpoint of the office here. Inasmuch as there was no information passed from one place to the other before this action was taken it had resulted in some misunderstanding and possibly bad feeling.

Of course Miss Voss and Mr. Tribus did not know of the amount of the investment of Mr. Oslund in erecting the two oil storage tanks and how much their removal would affect them financially. Nor did they understand the connections between the Hardware Company and the Church and how much the whole situation would be affected. On the other hand, you folks up there would not understand that our property office works on the principle of having no long term leases in an area where a boom is developing. In a situation of this kind various pressures are brought to bear upon the Board for the release of any unneeded land or whatever adjustments are necessary to protect our continuing interests in such an area. This is purely a case of lack of information and understanding on both sides. Miss Voss appreciates the additional information which she has had from you and Mrs. Haurstad. She has asked Mr. Tribus to reconsider the case of the Oslund Hardware Company and see what adjustment can be made in fairness to them. Let it be understood that it is never the intention of any member of the Staff or Board of National Missions to injure the feelings or the finances of any one connected with our work in any way possible. Let it be understood also that one who is on the field close to these situations should never hesitate to send additional information and urgent recom-

COPY FOR MISS GODDARD ✓



May 7, 1946

Mrs. Elvira T. Maurstad
Haines House
Haines, Alaska

Dear Mrs. Maurstad:

Immediately upon receipt of your good letter of April 23, 1946, I conferred with Miss Edna Voss who gave careful attention to the additional details set forth in your letter. Miss Voss was of the opinion that the background, as we now understand it, furnishes ample grounds for reconsidering a proposition from Mr. Eric Oslund. We of course did not know of the heavy investment which Mr. Oslund had made in good faith, not having had any of this information previously.

The Board is not interested in selling any of the Haines property at the present time. I think however that the Board would be willing to consider renewing the lease with Mr. Oslund for a somewhat longer period of time, let us say for five or possibly ten years, although I question the latter term. Will you kindly contact Mr. Oslund and obtain from him a new proposition. The proposition should be in writing and should contain the shortest term that he can reasonably consider and the rent that he will pay.

If a new lease is agreed to by the Board, the lease must contain among its provisions a clause to the effect that any taxes which may become due and owing on the property by reason of its occupancy by Mr. Oslund will be paid for and discharged by him as same become due for the duration of the lease. Upon the receipt of such a proposition, I will gladly place place it before the Board for consideration.

In the future, it will be very helpful if you will give me all of the personal historical angles. After all, I have not had the privilege of visiting our Alaskan Fields and therefore cannot appreciate all of the difficulties which our Alaskan missionaries continually encounter. I can readily understand that sometimes the communications from this office seem most unreasonable. I am desirous however of cooperating in every way to assist you in the grand work that you are doing. Perhaps it will help matters a little if I explain briefly the policy of the Board with regard to the use and occupancy of its mission properties.

The general policy of the Board is not to lease its mission properties for commercial purposes because of the ever present danger of taxation by the local authorities. This is a very real financial problem and one which we must be careful to avoid, as we do not have the money to pay real estate taxes. Just recently, the property of one of our large schools in the South was placed upon the local tax rolls because of the sale of some lots out of the property. Some of the states have recently passed very restrictive legislation along these lines, notably California, Illinois, North Carolina and Oklahoma.

May 7, 1946

Mrs. Elvira T. Maurstad
Haines House
Haines, Alaska

We do not have to worry about taxation so long as our properties are used exclusively for missionary, religious, or charitable purposes, but when we enter into commercial negotiations for a part of our mission lands, we are treading on very dangerous grounds.

For these reasons, and many others, the General Counsel of the Board is of the opinion that all of our mission properties should be kept strictly as such until such time as they may cease to be used for this purpose. When that time comes, the Board may enter into commercial leases or sell properties with the full expectation and knowledge of the problem of taxation. It is of course difficult to maintain this policy for the very reason apparent in your letter. There is usually some good Presbyterian who feels that by reason of his support of our church, that he is entitled to special privileges in the renting or sale of church lands. This is neither unnatural or unjust, but for the general welfare of our whole denomination, I believe that the Board's policy is wise.

With kind regards, I am

Sincerely yours,

Lucien H. Tribus
Asst. General Counsel

lht/ar

Haines House
Haines, Alaska
Owned and operated by
Board of National Missions
of the
Presbyterian Church in the United States of America

Elvira T. Maurstad, Executive

UNIT OF EDUCATIONAL AND MEDICAL WORK
MAY 13 1946
NEW YORK

May 8, 1946

Edna R. Voss, Secretary
Unit Educational and
Medical Work
156 Fifth Avenue
New York 10, N.Y.

Dear Miss Voss:

Thank you for your letter of April 30, 1946. When writing you about this property, I thought that I had given you all the information you would think necessary, but I can see now that I should have gone into more detail concerning it. I am sorry that I have caused you any distress over it.

Most siincerely yours,

Elvira T. Maurstad

Elvira T. Maurstad

Copy for Miss Voss

June 15, 1946

Mr. Lucien H. Tribus
Assistant General Counsel
156 Fifth Avenue
New York 10, N.Y.

Dear Mr. Tribus:

This is an answer to Mr. Fox's copy of your letter of May 7th to Mrs. Maurstad. Mrs. Maurstad left here May 11th to take over other work in the States, and I arrived June 5th at Haines House. One of my many first lessons is to study the tangled lease problem. Your letter to Mrs. Maurstad was forwarded to her in Seattle, I suppose. And we are not able to find a copy of her April 23rd letter to you, but after two afternoons spent with Mr. Nelson, Mr. Oslund's nephew, and with what back history I can find in the files, I believe I am ready to write my first "lease letter".

We are very glad to know that Mr. Oslund is going to be allowed to keep his oil tanks where they are for it would create a terrible problem both for him and us, as well as for the rest of the town if they had to be moved.

As you know, Mr. Oslund's first wish is to buy the property and thus end all the uncertainty of short time leases, which jeopardize his valuable investment in storage tank and pipe installation. Considering the tiny piece of property involved, and its uselessness to us, I think he is offering us a good price for it. I know the Board's policy to sell property as a whole and the feeling that Haines property may become valuable, but I also know, from my experience at Dorland-Bell and other Stations, the untold value of community good will and also the poor price we sometimes receive for Mission property after a station is closed. So it is not just because of a newcomer's sympathy for a local resident's tale of woe that I urge, if at all possible, the sale of the land at present leased by Mr. Oslund, and also the tiny point of land which lies beyond it and which is entirely useless to us and much of which must be absorbed by the right-of-way of the two roads which bound it. I know that much time and red tape are involved in the transfer of property, but after already spending the better part of two days as only a starter on the matter, I have begun to think that maybe the time of the Directors, past and present, which has been spent on this matter ought to have some consideration, too.

I am sorry that we cannot find the letter of April 23rd in which Mrs. Maurstad forwarded Mr. Oslund's offer for the purchase of the land, but I am sure you can find it in your files. He asked me, through his nephew, Mr. Nelson that that offer still stand and Mr. Nelson implied that they would be willing to pay almost any amount to secure the title to the property since, as he said, "You have us, both going and coming!". But here again community good will is more than the money not only to us here in Haines but also in its reverberations throughout our Church.

L.H.T. #2

I shall inclose a tracing of part of the map of this property made in April 1945, of which, I am sure, there is a copy in New York, as well as copies of the tracings sent by Mrs. Maurstad last summer. Thus you can get a better idea of why we are so emphatic about it being a logical piece of land to sell even if we do not get a sky-high price.

As for the lease, which of course, they want as an alternative, Mr. Nelson said he is anxious to secure as long a one as possible, and wishes you to draw it up for them, including the agreement that they will pay any taxes or expenses that might occur because of the property being leased. A copy of the lease which they signed last July is now on file in New York. Mr. Oslund cannot locate his copy. It would help greatly, if you cannot send us a copy of the lease, to have at least a copy of the terms for our files here. He asked me to offer the following terms for a lease drawn up to include the present holding plus the additional point of land as shown on the map:

$4.00 a month or $48.00 a year for present holding
$3.50 a month or $42.00 a year for additional point
$7.50 a month or $90.00 a year total

This amount would be with the understanding that in case of future sale to Mr. Oslund or Mr. Nelson the amount paid in rent should be deducted from the purchase price.

For a fifteen year lease, he would be willing to pay $35.00 a year for the rent of the two plots of ground; for a ten year lease he offers $25.00 a year and for five years $15.00 a year.

I hope that a speedy settlement will be made and that Mr. Oslund, Mr. Nelson and the present and future workers of this Station will be given you best consideration along with the general policies and purse of the Board, vital as they are.

Very sincerely yours,

Isabel Miller
Director, Haines House

IM:O

P.S. You say you have never seen Alaska. We have "swell" places to land both for land and sea planes here at Haines and such scenery you never did see.as that that you get bumping along over the tops of jagged, snow-capped peaks interlaced with bits of ocean.

MEMORANDUM

To Mr. Tribus
From Miss Gladfelter June 27, 1946

In Miss Voss' absence I am returning Miss Miller's letter to you of June 15, a copy of which was sent this office, relative to the sale or rental of a part of the Haines House property to Mr. Oslund. Since Miss Voss will not be back in the office for a time I have just gone over the recent correspondence relative to this particular plot and have also talked with Dr. Jackman. While Dr. Jackman, on the basis of his recent visit to Haines, feels that we should consider again our policy relative to our Haines property, he understands that no decision to sell could be made without Miss Voss' approval. He also appreciates her hesitancy in selling in part because of the tangle which we got into with the cottage settlement, in part because of the uncertainty over the future development of Haines, and in part because it is not wise to sell a plot here and a plot there until we are clearer about our long range program and policy. I have told Dr. Jackman that Miss Voss hopes that I can go to Alaska sometime next year and that she wishes me to spend some time in Haines going over this property question.

This is all background for stating that Dr. Jackman agrees with my feeling that inasmuch as Miss Voss approved a long-term lease in her memo to you of April 30 and inasmuch as any further delay will only be an additional irritant for the local group that we should proceed at once, as an evidence of good faith on the Board's part, to give Mr. Oslund a lease for the present plot being leased and the small adjoining section which he wishes. I recommend that this be for ten years (you suggested 5 to 10 years in your letter of May 7 to Mrs. Maurstad) with the provisos given on the second page of Miss Miller's letter included.

Will you please see that a copy of the new lease as well as of the lease now in effect is sent Miss Miller? We are sending her copies of Mrs. Maurstad's letters to this office of April 23rd and March 11 since neither seems to be in the Haines files.

Katharine E. Gladfelter
Assistant Secretary, Unit of
Educational and Medical Work

KEG:ina

Air Mail

June 28, 1946

My dear Miss Miller:

Miss Voss is out of the office this week and will not be back before beginning her vacation so I have just delved into recent correspondence relative to Mr. Oslund's desire to purchase or rent that part of the Haines property containing the oil tanks together with a small adjoining strip, and have also talked with Dr. Jackman.

As you have probably gathered from correspondence in the Haines files, Miss Voss decided the end of April that an exception should be made in Mr. Oslund's case to the Board's general policy against long-term leases. We are therefore authorizing Mr. Tribus to prepare a ten-year lease embodying the terms given in your letter. Dr. Jackman agreed with me that we should make the lease for a longer period than the five years Mr. Tribus originally preferred, this to reassure Mr. Oslund and Mr. Nelson and as an evidence of good faith on the Board's part.

Miss Voss is, I know, sympathetic with the "intangibles" which you have mentioned in your letter. On the other hand we got into such a problem at Haines over the cottage settlement and further are so uncertain about future developments there that she feels strongly that no small plots should be sold at this time.

At present I am hoping to get to Alaska sometime next year, probably not until Spring. Miss Voss is very eager that if the trip materializes I spend some time at both Haines and Sheldon Jackson for the study of such problems as this property question which it is difficult to carry by correspondence.

You mentioned in your letter that you cannot find Mrs. Maurstad's letter of April 23 so I am enclosing a copy for your files. The offer from Mr. Oslund was not contained in this letter, however, but in one of March 11 so I am sending a copy of this also.

Very sincerely yours,

Katharine E. Gladfelter
Assistant Secretary, Unit of
Educational and Medical Work

Miss Isabel Miller
Haines House
Haines, Alaska
KEG:ina
Encs.

Copy for Miss Gladfelter

July 1, 1946.

JUL 3 1946

AIR MAIL

Mr. H. L. Faulkner,
Faulkner & Banfield,
Juneau, Alaska.

Dear Mr. Faulkner:

Enclosed please find copy of lease between the Board of National Missions and Erick Oslund, which expired on April 30, 1946, together with a copy of our letter to Miss Isabel Miller, Director of Haines House.

You will note that we are willing to consider giving Mr. Oslund a lease for ten years, the lease to include not only the present property described in the enclosed copy but also a small additional section. In view of the fact that the lease is for such a long period of time, I wish to see that it conforms fully with the laws of the Territory.

The offer received from Mr. Oslund calls for an annual rental of $25.00, payable annually on the 1st of May of each and every year. Before preparing the lease, however, I would appreciate receiving your opinion as to the adequacy of the consideration. To me $25.00 per annum appears to be very small in view of the size of Mr. Oslund's investment, but as I have no knowledge of local conditions, I do not feel competent to pass upon this question and therefore seek your advice.

The lease should also include a provision that the lessee shall furnish the Board with a paid up policy of Owners' and Landlords' Liability insurance in the amount of $50/100,000, the premium to be paid by the lessee, and a clause providing that in the event the property is placed on the tax rolls, or assessed for any reason whatsoever, the lessee shall pay promptly all such taxes or assessments. The lease will be dated from May 1, 1946 and will expire April 30, 1956.

We would also like to have you set up a follow up file in your office and arrange to service this contract as our attorney. Kindly let me know what your charges would be for this service so that I may obtain the necessary authoritzation.

Sincerely yours,

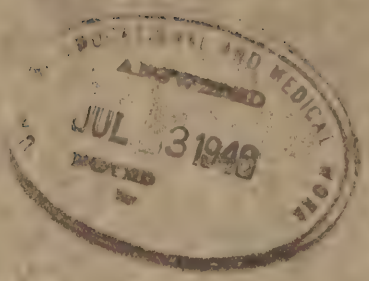
L. H. T.

Lucien H. Tribus
Asst. General Counsel

LHT/MT

Copy for Miss Gladfelter

July 1, 1946.



AIR MAIL

Miss Isabel Miller, Director,
Haines House,
Haines, Alaska.

Dear Miss Miller:

I enjoyed reading your informative letter of June 15th, 1946 with reference to Mr. Erik Oslund and in reply thereto please be advised as follows:

1. I enclose a copy of lease dated July 31, 1945 between the Board of National Missions and Erick Oslund. This lease expired on April 30, 1946. I am sending a copy of same also to Mr. Faulkner.

2. Our Unit of Educational and Medical Work have recommended that a new lease be entered into between the Board and Mr. Oslund for a period of ten years, this lease to include the plot of ground described in the former lease, together with a small adjoining section which I understand he desires and needs, at an annual rental for both parcels of $25.00. Before committing ourselves as to the rental, I have been requested to make an investigation and ascertain whether or not this is a reasonable rent. To me, at this end, it seems extremely low in view of the size of Mr. Oslund's investment in the property. I am, therefore, asking Mr. Faulkner to let us have his opinion on the terms. If the terms are satisfactory both to you and to Mr. Faulkner, then I amwilling to authorize him to prepare the lease. The lease will provide, among other provisions, that Mr. Oslund will pay any and all taxes and assessments which may become due or be assessed against the property during the period of the lease, and that he will provide, at his own expense, a policy of Owners' and Landlords' Public Liability insurance in the amount of $50/100,000, insuring the Board against any accident or injury which may occur to any person or persons on the premises.

In view of the fact that a ten year lease is an interest in real property, I am asking Mr. Faulkner to draw the lease and submit it to Mr. Oslund for his review and approval and then submit it to my office for submission to the Board.

As soon as you receive this letter, I would suggest that you contact Mr. Faulkner and arrange the details locally. In the future, because of the confusion that has existed with regard to some of our properties, I believe it is important that all matters pertaining to our real property be screened through the local law firm of Faulkner & Banfield.

Sincerely yours,

L.H.T

Lucien H. Tribus
Asst. General Counsel

FOR MR. TRIBUS

Copy of letter to Mr. H.L. Faulkner, Juneau, Alaska

July 9, 1946

Mr. H.L. Faulkner,
Juneau, Alaska

My dear Mr. Faulkner:

On receipt of letters from you and Mr. Tribus of New York, I am enclosing information concerning the Oslund lease desired for the purpose of oil storage tanks. These letters are copies of letters written concerning this matter by Mrs. Haurstad, the former director, and myself which I hope give you the necessary information. I am also enclosing a sketch, traced (except for the location of our buildings) from a War Dept. map made in 1945. My sketch shows only a small part of our property, the whole of the property, amounting to 270 acres is shown on the map. The whole map would undoubtedly be useful to you if you could secure a copy since a number of leases and property sales are involved or may develop. I had a letter from Miss Katharine Gladfelter of our New York office today saying that she plans to come to Haines sometime next spring to settle property problems. I hope that someone from your firm will have time and opportunity to look over the property before then and get a picture of it in the light of the needs and development of the town of Haines as well as of our mission.

Regarding the present lease for Mr. Oslund, I think it would be just as satisfactory to you to correspond with him directly through his nephew, Mr. Alton Nelson, sending me copies of letters and of the final lease for our files. The jump from his offer of $25.00 to $100.00 a year, plus the insurance policy which the Board requests, seems to me a little stiff, especially considering the good rate he gives us on our fuel oil. Mr. Ross Revel, the U.S. Commissioner might be able to give you a fairer estimate on that. As a newcomer, I know little of land and rent values here.

Others in town are interested in leasing or buying the land, a strip about 50 or 75 ft. deep, lying between the church and the territorial school, and you may be hearing from A man also asked about the triangle across the Haines Cut-Off from the one which Mr. Oslund has.

Very truly yours,

Isabel Miller
Director of Haines House

Mr. Tribus
Katharine E. Cladfelter July 12, 1946

In Miss Voss' absence I am returning Mr. Faulkner's letter to you of July 6 relative to the leasing of part of our Haines House property to Eric Oslund.

In view of the question which Miss Goddard raised just before her departure about the additional triangle which Mr. Oslund wishes to rent being in dispute between the Board and the government, I suggest that you write Miss Miller about this and ask her to see what she can find out locally about this corner.

I also suggest that you take up with Miss Miller to whom Mr. Faulkner sent a copy of his letter, Mr. Faulkner's question about a possible rental of $100 a year rather than the $25 offered by Mr. Oslund. Please make it clear to Miss Miller when you write that while we naturally wish to secure a fair price, we do not want to do so at the cost of bad feeling on the part of the church group toward the Board. In other words, that we want a very frank reaction to Mr. Faulkner's suggestion. You might ask whether she would think an in-between price fair - say $50 a year.

Katharine E. Cladfelter

Copy for Miss Gladfelter

July 15, 1946.

AIR MAIL

Re: Erick Oslund Lease

Miss Isabel Miller, Director,
Haines House,
Haines, Alaska.

Dear Miss Miller:

I am enclosing copy of letter dated July 6, 1946 from H. L. Faulkner of Faulkner and Banfield. You will note that Mr. Faulkner is of the opinion that the Board should receive at least $100.00 per year from Mr. Oslund. I too feel that $25.00 a year is entirely inadequate. However, there are other angles which must be considered, chief in importance being our Presbyterian relationships in the community. Personally, I am not in favor of buying friends as I do not think that kind of friendship is worth anything. However, if you think that asking this rental would create ill feeling or ill will and hinder you in the work you are doing, I would be willing to recommend the acceptance of a new lease on the $25.00 per annum basis, if this is your advice.

There is one other question which will have to be decided before any agreement can be prepared and that is there is an apparent dispute as to the ownership of the additional piece of land which I understand Mr. Oslund desires included in the new lease. I, a t this end, cannot cast any light upon this matter and will therefore appreciate it if you will confer with Mr. Faulkner and look into any question of title. I also believe it would be advisable to have a metes and bounds description prepared from a survey of the property to be leased. This expense should be borne by Mr. Oslund as the cost of such a survey would probably be about three years rent and since he will receive all the benefit of the transaction, I believe any expenses incurred in the preparation of the lease and attorney's fees in connection therewith, should of course be paid by him. A ten year lease is an interest in real property and I wish to have it prepared by Mr. Faulkner in conformity with the Alaskan laws and to contain not only the clauses which I informed him about but such other clauses as may be necessary for the protection of the Board. Mr. Oslund should be willing to take care of all expenses in connection with this lease.

You may share this letter with Mr. Faulkner if you deem it wise. If not, you may write me your opinion and I will send to Mr. Faulkner a photostatic copy of the present survey of the whole property and the record information contained in our deeds. He can then arrange for a survey to be made of the part to be leased.

I trust that you will see Mr. Oslund and let me know whether he

is willing to assume the above costs. Also let me have your opinion regarding the annual rental.

Sincerely yours,

Lucien H. Tribus
Asst. General Counsel

LHT/MT

Copy for Mr. Tribus

Mr. H.L. Faulkner,
Juneau, Alaska

July 17, 1946

My dear Mr. Faulkner:

Mr. Tribus sent me the copy of your letter of July 6th to him, and I am sending him a copy of the one I had already written to you in answer on July 9th. I also suggested that he turn the matter of the Oslund lease and other land questions concerning our mission entirely over to your firm for settlement of matters between his office and Haines residents, and that trip to Haines by someone from your firm would be advisable.

Following is a quotation from his letter which he said I might share with you:

"There is one other question which will have to be decided before any agreement can be prepared and that is there is an apparent dispute as to the ownership of the additional piece of land which I understand Mr. Oslund desires included in the new lease. I, at this end, cannot cast any light upon this matter and will therefore appreciate it if you will confer with Mr. Faulkner and look into any question of title. I also believe it would be advisable to have a metes and bounds description prepared from a survey of the property to be leased. This expense should be borne by Mr. Oslund as the cost of such a survey would probably be about three years rent and since he will receive all the benefit of the transaction, I believe any expenses incurred in the preparation of the lease and attorney's fees in connection therewith, should of course be paid by him. A ten year lease is an interest in real property and I wish to have it prepared by Mr. Faulkner in conformity with the Alaskan laws and to contain not only the caluses which I informed him about but such other clauses as may be necessary to take care of all expenses in connection with this lease." . . . . . ."I will send to Mr. Faulkner a photostatic copy of the present survey of the whole property and the record of information contained in our deeds. He can then arrange for a survey to be made of the part to be leased."

I hope that with this further information, that you will secure the papers mentioned from Mr. Tribus, and send a statement to Mr. Oslund, through Mr. Alton Nelson, of exactly what will be involved financially and otherwise, in the securing of a lease. I shall be glad to talk with you and Mr. Nelson if you come to Haines. I can make a trip to Juneau if necessary but think for you to come here would be much better.

The Princeston-Hall, our mission boat, will be making a trip up here this coming week-end, either the 3rd or 4th, returning late on the 6th. If you would get in touch with Rev. Paul Prouty there in Juneau, I am sure you could make the trip up or back or both ways with him. However, neither Mr. Nelson nor I will be in town on the 6th since some of the townspeople as well as our mission are going to Lake Bennett that day.

Very sincerely yours,

Isabel Miller
Director of Haines House

AUG 2 1948

Haines House

Haines, Alaska
Owned and operated by

Board of National Missions
of the
Presbyterian Church in the United States
of America

July 27, 1948

Mr. Lucian N. Tribus,
156 Fifth Avenue
New York 10, n.y.

My dear Mr. Tribus

In answer to your letter of July 15th, I am enclosing a copy of the letter which I wrote in answer to the same Faulkner letter you enclosed. So far I have had no reply, but I am writing to him again today, and will quote from your letter and also enclose a copy for you.

Having arrived in Alaska so recently, I know nothing about this firm of lawyers (except that they are also Mr. Oslund's lawyers), but if you trust them to take care of this business, I wish you would put the matter entirely in their hands and require them to come to Haines to get first hand information on the situation, and then act as speedily as possible. Juneau and Haines are about 100 miles apart and round trip by boat, plus hotel at this end would be about $25.00, and plane without hotel would cost about the same. I could make the trip to Juneau, but the expense would be about the same, and the trip not so satisfactory since they still would not have seen the land or the men involved.

I have no previous knowledge of the ownership dispute which makes a survey necessary, unless you have reference to my supposition that the road right-of-ways must take up some of that triangle. Please give me further light on the subject. If it is just my guess to which you refer, I hate to have further delay and expense on that account when the final sale of the land is not in question. Anyway, I hope some definite proposition can soon be made to Mr. Oslund's nephew, Mr. Alton Nelson seen by you or by Faulkner and Penfield.

Very sincerely yours,

Isabel Miller
Director of Haines House

Copy for Miss Gladstone √

FAULKNER AND BANFIELD
ATTORNEYS AT LAW
JUNEAU, ALASKA

August 1, 1946

Miss Isabel Miller
Haines House
HAINES, Alaska

Dear Miss Miller:

I have received your two letters of July 9th and 27th regarding the proposed lease of the mission property to Mr. Eric Oslund.

You suggest that I should come to Haines to arrange to get an accurate description and also to settle the terms with Mr. Oslund.

It is quite out of the question for me to come to Haines within the near future. We are overwhelmed with work here and I just cannot be away from Juneau for one day. We have court in session, with work to be done there each day, then I have a difficult controversy to settle between the city of Juneau and a client who is here from Seattle and will have to remain here until settlement is made, then we have several Congressional junketing parties coming here beginning August 3rd for the purpose of holding hearings on several matters, some of which I have been asked to handle. This is all additional to our regular work, which keeps me pretty well tied down here every hour of every day.

I would suggest that some one be engaged to prepare an accurate description of just what will be leased to Mr. Oslund and then let me have the terms to which he will agree and which are acceptable to the Board. I can then prepare the lease here.

If you send me a copy of the map of survey, I wish you would mark on it the boundaries just as nearly as you can, of the property to be leased. Then I could get a surveyor here, perhaps to make a metes and bounds description of it at Mr. Oslund's expense, if he will agree. I shall also need to know the terms as agreed upon between you.

I am sending a copy of this letter to Mr. Tribus.

Very sincerely,

H.L. Faulkner

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WESTERN UNION

1201

A. N. WILLIAMS
PRESIDENT

SYMBOLS

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LC = Deferred Cable
NLT = Cable Night Letter
Ship Radiogram

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COPY FOR MR. TRIBUS

August 8, 1946

Mr. H. L. Faulkner, Attorney
Juneau
Alaska

Booth has sent clipping relative judgment condeming 27 acres Board property at Haines effective September 1. This our first word Government's action. Do not understand step when adjoining Army post is being sold as surplus. Also consider compensation quoted too low. Understand you investigating. Hope for immediate report as time is short.

Edna R. Voss

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

1201

A. N. WILLIAMS
PRESIDENT

SYMBOLS

DL = Day Letter
NL = Night Letter
LC = Deferred Cable
NLT = Cable Night Letter
Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

COPY FOR MR. TRIBUS

August 8, 1946

Miss Isabel Miller
Haines House
Haines, Alaska

August 2 newspaper clipping received from Booth announces Government action to condemn 27 acres Board property at Haines and take possession September 1. Please forward immediately any information available as to Government's plans and location acres in question. Wiring Faulkner also.

Edna R. Voss

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

MEMORANDUM

TO: Mr. Tribus
FROM: Miss Goddard DATE: August 15, 1946

The attached is correspondence which we have just received in regard to the Government's condemnation of part of the Board's Haines, Alaska property. In looking over the description of the property given in the summons together with the survey which is attached it is evident that a mistake has been made. The description of Tract A-1 is not entirely clear and since this is apparently intended to cover the piece of property which was leased to the Government during the war I am sure the location on the survey is incorrect as it should be shown in the southeastern corner of the Board's property rather than the northeastern corner. We would appreciate it if you would look this over carefully and give us your advice as to procedure.

I asked Miss Tiedeman to get from your files the original leases for these two tracts and the correspondence with Mr. Morgan last June about the Government's wish to purchase this property. These are attached.

Assistant in the Unit
Educational and Medical Work

FMG:ehf

Copy for Miss Goddard

August 15, 1946

air mail

Re: Action in the District Court for the Territory of Alaska, Division Number One at Juneau
No. 5583-A
Summons

Mr. H. L. Faulkner,
Faulkner and Banfield,
Juneau, Alaska.

Dear Mr. Faulkner:

I have carefully reviewed the correspondence between Miss Edna R. Voss of the Unit of Education and Medical Work, and your office, pertaining to the above captioned matter. In view of the short time left this Board, I believe it is important to point out to you an apparent error in the description in the Summons as shown on the sketch of our property at Haines which you so kindly prepared and enclosed in your letter of Aug. 8, 1946. The description hereinbefore referred to applies to a tract of land described in the Summons as Tract A-1 and located in the Northeasterly portion of the Haines Tract as shown in U.S.Survey 735. We assume that the condemnation action is designed to vest title in the Government to the tract of land known as Tract A-1 and described in a certain lease entered into between the Board and the Government on July 1, 1943, which land is located in the Southeasterly corner of the Haines Tract as shown on U.S. Survey 735, being corner No. 2, on which we understand the government has erected oil storage tanks. The tract of land described in the Summons and Complaint is land which is occupied by our mission buildings and is not leased to the government and does not contain any government improvements. For this reason it is my opinion that the description is clearly an error as it is set forth in the Summons and that the Summons should be amended.

In order that you may have complete information, I am sending you herewith photostatic copy of the lease covering Tract A-1 which I have just referred to. I believe that the Summons, being defective, should be amended and an amended copy served on you as our attorney and forwarded to this office.

While I am on this subject, I would like to know on whom the original Summons was served as all that wehave is the copy which you supplied. Obviously unless correct service has been made upon an officer of the corporation or a duly designated agent of the corporation in the Territory, the service is defective.

The next matter of importance is the question of consideration. The consideration set forth in the Summons, namely, $2675.00, is exactly the same consideration offered for the property described in Leases for Tracts A-1 and A-2, which offer was made by the government on the 16th day of June, 1945.

At the time of this offer, which the Board refused after an investigation, we were advised that these two tracts were worth considerably more than the amount offered. We would now request your opinion on the following questions:

Should the Board accept the present offer of $2675.00 or would it be worth while to go to the expense of contesting the action, or would the legal expenses involved in contesting the action, cost of witnesses, disbursements, etc. offset any additional amount that might be recovered?

Obviously I cannot have any constructive opinion at this end to answer the foregoing. I am sending this letter to you Air Mail, with a copy to Miss Isabel Miller, and request that you answer it just as soon as convenient. In the event you decide it advantageous to contest the government's action, will it be possible to secure an extension inorder to have time to prepare a proper case?

Sincerely yours,

Lucien H. Tribus
Asst. General Counsel

P.S. Since dictating the above we have made a further comparison of the description of tract A-2 as given in the July 1, 1943 lease with the description of the tract similarily indicated as A-2 in the summons of August 5, 1946. According to the 1943 lease the amount of land involved is 22 acres but according to the 1946 summons the amount of land is 25 acres. With the information in hand it is difficult for us to tell just where this additional property is but it would appear that it will bring the Government land nearer to the Haines House buildings. We are, therefore, sending you a photostatic copy of the lease for Tract A-2, which will go forward on Monday of next week, and would ask you to give us full information as to the location of the two pieces of property.

Encl.

LHT/MT

INTER-OFFICE CORRESPONDENCE

BOARD OF NATIONAL MISSIONS

TO Miss Voss

FROM Florence M. Goddard DATE August 16, 1946

RE: HAINES PROPERTY

Here is Mr. Tribus' letter to Mr. Faulkner which is to go out today if you approve.

The attached sketch shows the two tracts, A-1 and A-2, now leased to the government and on which the government has improvements. Presumably, these are the tracts they wish to condemn as they are the same ones they offered to purchase a year ago.

Tract A-1, as I explained, is incorrectly described on the Summons and incorrectly located on the Survey. This Mr. Tribus has pointed out in his letter.

The location of tract A-2 on the Survey seemed to be correct and the description also seemed alright in general so Mr. Tribus did not mention this. I have checked it over more minutely this morning however and find that there is a difference. In the first place the previous lease covered 22 acres whereas this Summons calls for 25. As nearly as I can make out it will bring the government nearer to our buildings as I have indicated in red on this sketch. I'm not sure that this is accurate.

In view of this I think it might be well to add a postscript to Mr. Tribus' letter something like this: "Further study of the July 1, 1943 lease for tract A-2 and the description of this tract in the Summons shows that the government is ~~taking~~ suggesting a larger piece of property by three acres. This would appear to bring the government land nearer to the Board's buildings and we need to know just what the relation

(over)

is between the tract now under lease to the government and that which is covered by the Summons. We would ask you to investigate this and let us have your report. In order that you may have full information, we shall send a photostatic copy of this lease as well as the other".

Florence M. Goddard

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MEMORANDUM

TO: Mr. Tribus
FROM: Miss Goddard
RE: Haines property
DATE: August 16, 1946

Since our conference yesterday about the Haines property matter I have restudied the descriptions of tract A-2 as given in the lease of July 1, 1943 and the recent summons and find that there is a difference. In the first place the amount of land in the lease is given as 22 acres and in the summons as 25 acres. This means that the Government is taking a larger piece of land. In view of this it would seem advisable to send Mr. Faulkner a photostatic copy of the lease for tract A-2 as well as the one for A-1 and ask him to check the property involved. I have, therefore, taken the liberty of asking Miss Tiedeman to add the following postscript to Mr. Faulkner's letter:

> "P.S. Since dictating the above we have made a further comparison of the description of tract A-2 as given in the July 1, 1943 lease with the description of the tract similarily indicated as A-2 in the summons of August 5, 1946. According to the 1943 lease the amount of land involved is 22 acres but according to the 1946 summons the amount of land is 25 acres. With the information in hand it is difficult for us to tell just where this additional property is but it would appear that it will bring the Government land nearer to the Haines House buildings. We are, therefore, sending you a photostatic copy of the lease for tract A-2 and would ask you to give us full information as to the location of the two pieces of property."

Miss Voss has approved your letter with this addition.

Assistant in the Unit
Educational and Medical Work

FMG:ehf

Copy for Miss Goddard

August 19, 1946.

AIR MAIL

Mr. H. L. Faulkner,
Faulkner and Banfield,
Juneau, Alaska.

Dear Mr. Faulkner:

In accordance with the postscript contained in my letter of August 15th, I am sending you herewith photostatic copy of our lease with the Government, No. W-3416-Eng-1434 covering Tract A-2, 22 acres.

Sincerely yours,

Lucien H. Tribus
Asst.General Counsel

LHT/MT

Haines, Alaska
V:ina

Prof. Haines

Air Mail

August 19, 1946

My dear Miss Miller:

This is just to let you know that Mr. Tribus has seen all the correspondence relative to the Government's desire for some of the Haines property and has written Judge Faulkner about a mistake in the description of the property and about a fair price for the property in question. We will keep you posted and will ask you to send us any word that you get locally. Quite often we get more information informally from local comments than we do officially and this gives us background for better understanding how to act when official action has to be taken.

Very sincerely yours,

Edna R. Voss, Secretary
Unit of Educational and
Medical Work

Miss Isabel Miller
Haines House
Haines, Alaska
ERV:ina

Haines House

Haines, Alaska

Owned and operated by

Board of National Missions
of the
Presbyterian Church in the United States of America

RECEIVED 7/19/46 AUG 16 1946

~~Miss I. Maurstad, Executive~~ August 10, 1946

Miss Edna R. Voss,
156 Fifth Avenue,
New York 10, N. Y.

My dear Miss Voss:

I did not answer your wire regarding government condemnation of twenty-six acres of Haines House property, because I know nothing to say. The first I heard about it was when Mr. Booth came up on the Princeston-Hall on the 5th. He had noticed it in the Juneau paper, sent the article to you, and asked Mr. Faulknew to get busy and find out what he could about it. I hope he has written to you by now. Mr. Faulkner.

Mr. Booth was still here when your wire came, and he may give you further information, too. He gave a lot of time while he was here to investigating around town, and to helping us get together the information needed for the Oslund lease to help Mr. Faulkner who does not have time to come to Haines.

I heard a few weeks ago that there were government surveyers in town, but they did not come to our office, and no one seemed to know what their business was. Looks as if I need to take some courses in law, detecting, and surveying if I am going to take care of land as well as children.

Very sincerely yours,

Isabel Miller

Isabel Miller, Director

Air Mail

August 20, 1946

Mr. H. L. Faulkner
Faulkner and Banfield
Attorneys at Law
Juneau, Alaska

My dear Mr. Faulkner:

This is to acknowledge your letter of August 15 which crossed Mr. Tribus' to you relative to the suit by the War Department for land at Haines. I shall see that Mr. Tribus sees this letter.

Very sincerely yours,

Edna R. Voss, Secretary
Unit of Educational and
Medical Work

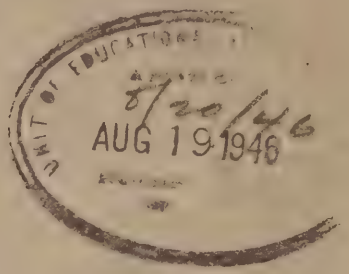
ERV:ina

H[illegible] L. FAULKNER NORMAN C. BANFIELD

FAULKNER AND BANFIELD
ATTORNEYS AT LAW
JUNEAU, ALASKA

Copy made for Mr. Trilus

August Fifteenth
1 9 4 6.



Miss Edna R.Voss,
Board of National Missions,
Presbyterian Church,
156 Fifth Ave.
NEW YORK,N.Y.

Dear Miss Voss;

When I wrote you last week about the suit which was brought by the War Department for the taking of two certain tracts of land at Haines,I stated that the return day on the summons was September 1st. Mr. Booth was out of town when I wrote and the District Attorney had informed me that the summons had been served on him on August 3rd before he left.

When Mr.Booth returned he told me that he had not been served with summons at all,and I looked up the record in the office of the Clerk of the Court and I found no return on the original summons.

To-day,Mr.Booth was served,and the date of return was changed from September 1st to September 6th,so that we do not have to make an appearance until September 6th.

When Mr.Booth returned from Haines he brought a map of the Mission survey,and we found that an error had been made in the sketch which I had sent you. Tract "A-1" is shown at corner No.1,M.C.of the mission survey,whereas it should have been at corner No.2 M.C. This makes a great difference.

We are having another sketch made.

Very sincerely,

H. L. Faulkner.

AIR MAI

Copy for Miss Gladfelter

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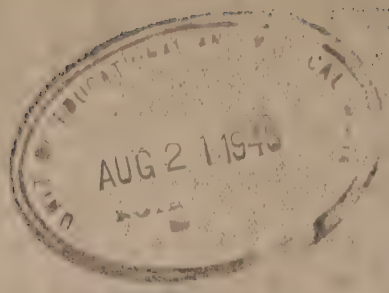


August 20, 1946.

AIR MAIL

Re: Oslund Lease

Miss Isabel Miller, Director,
Haines House,
Haines, Alaska.

Dear Miss Miller:

I have your letter of July 27th and also a copy of the letter which Mr. H. L. Faulkner wrote you dated Aug. 1st, 1946. As I believe it is important that we complete our negotiations with Mr. Erik Oslund, I am of the opinion that inasmuch as Mr. Faulkner is so tied up at the present time that he cannot look after our interest, that we place the matter in the hands of Mr. Howard D. Stabler, a reliable attorney in Juneau who has represented the Board very satisfactorily at various times. I also feel that possibly Mr. Faulkner would prefer this in view of the fact that Mr. Oslund is his client and he probably would not like to represent two parties at the same time. Accordingly, if you approve, I shall write Mr. Stabler substantially the same letter that I wrote you on July 15th.

Please let me hear from you regarding this matter.

Sincerely yours,

L.H.T.
Lucien H. Tribus
Asst. General Counsel

LHT/MT

Air Mail

August 21, 1946

My dear Miss Miller:

You have received the copy of Mr. Tribus' letter to Mr. Faulkner regarding the Haines House property and may wish some further information about it. We are therefore sending you a sketch prepared from the original survey on which we have located the property (outlined in blue) now under lease to the Government according to the description in the lease. We have also located other parcels about which there are questions to be settled. I am not sure whether a sketch such as this was ever sent to Mrs. Maurstad but if not we believe this will help you to see the situation as a whole.

As you notice in Mr. Tribus' letter, there was evidently a mistake in the summons and the accompanying survey in the location of tract A-1, since it was placed in the northeast corner of the property instead of the southeast. We have just had word from Mr. Faulkner agreeing that this is a mistake and he is looking into the correction. We have also received word from him that since the summons was not served at the time it was drawn, an extension of time until September 6 has been allowed.

According to our reading of the description of tract A-2 in the summons we find that this is slightly different from the plot described in the lease and we have tried to indicate this on the sketch by the green line.

We shall keep you informed about this property matter and hope that you will let us have any information which may come to you at any time.

Very sincerely yours,

Assistant in the Unit
Educational and Medical Work

Miss Isabel Miller
Haines House
Haines, Alaska
FMG:ina

Copy for Miss Voss

FAULKNER AND BANFIELD
Attorneys at Law
JUNEAU, ALASKA

August 27, 1946.

AIR MAIL

Lucien H. Tribus,
Board of National Missions
Presbyterian Church,
156 Fifth Ave.,
New York 10, N. Y.

Dear Mr. Tribus:

In the case of United States vs. The Board of National Missions, you wrote me on August 15th that there was obviously an error in the description of one of the tracts of land described in the Summons as Tract A-1. We had sent you a sketch of these two tracts which was prepared in the Public Survey office here.

In the first place the Public Survey office made an error in preparing the sketch so we had another one prepared to correct the error, and when they made that it appeared on its face that the Government had made an error in the description contained in the Complaint. We had a new sketch prepared and this morning I took the matter up with the District Attorney, and he checked it with his notes and found that the error had occurred in carrying the description into the Summons.

The District Attorney is now preparing a new Summons with a corrected description, and this will be served tomorrow and I asked him under the circumstances to give us a little longer time to make an appearance, as I wanted to correspond with you after we had the description straightened out.

I'll send you a copy of the amended summons as soon as I receive it; and the District Attorney has agreed to have the time for appearance extended to September 12th so this will give me sufficient time to hear from you.

The amount deposited by the Government as the purchase price of the tracts involved is $2675.00, and in discussing this matter with Mr. Booth yesterday, he thought that was not sufficient and when we make an appearance we shall probably make a claim that the price is not sufficient. I do not think we are in any position to contest the Government's power to take the land, and the whole contest will be over the price.

However, in considering this, I told Mr. Booth I thought perhaps if we had to stand a contest over the price and have appraisers appointed in Haines and try the matter out, in the District Court, the expense of that procedure would probably be more than any extra amount we might possibly get for the land, and it might be wise to accept the Government's offer of $2650.00. However, we of course, will have to be guided by your instructions.

I wish, however, you would let me know on or before September 7th, so that we shall have sufficient time to prepare whatever we are going to prepare for Court. That will be a week from next Saturday and it should give sufficient time for this letter to reach you in New York and for you to give the matter your consideration and send me a reply.

Very sincerely yours,

H. L. Faulkner

HLF/L
cc. Rev. Willis R. Booth

P.S. I think when we get the amended summons containing a correct description, you will find that where one course is described as bearing " "North 20° 42'35" East 1311.94 feet," this should be "North 2° 42' 35" East." In other words the 20° is changed to 2° .

This will,I think be the only correction, but it makes a big difference in the location of Tract A-1.

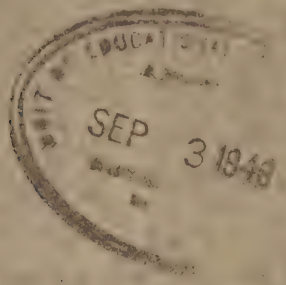
We should get this matter disposed of before September 21st as on that date court will adjourn and probably there will be no court here until after the 1st of next January. We must file our appearance before Sept. 12th.

H.L.F.

Copy for Miss Voss

FAULKNER AND BANFIELD
JUNEAU, ALASKA

August 28, 1946.



Lucien H. Tribus,
Asst. General Counsel,
Board of National Missions,
156 Fifth Ave.,
New York 10, N. Y.

Dear Mr. Tribus:

There has been a long delay in preparing the Oslund lease for the propertyat Haines, but this delay was occasioned because of the fact that we did not have the proper description.

When Mr. Booth returned a few days ago from Haines, he brought a plat with him and we employed Mr. Harold Foss, an architech and surveyor to prepare a correct metes and bounds description of the tract from that plat.

I have now prepared a form of lease and I enclose one copy foryour inspection, and I am sending a copy to Haines to Miss Miller to be inspected by Mr. Oslund, or whoever is acting for him. I wish you would look this over and let me know at once whether it is agreeable to the Board and then I am asking Miss Miller to submit it to Mr. Oslund or his agent to see whether he objects, for both parties, of course, must agree to the terms of the lease.

If you will let me know as soon as possible, then we can prepare some other copies and send them to you by air mail to be executed and returned air mail; then we can send them to Haines to be executed by Mr. Oslund and returned from there directly to you, with Mr. Oslund keeping his copy.

You mentioned in your letter to me of July 1st that the Board wanted Owners and Landlord's public liability insurance in the amount of $50/100,000. I do not know whether Mr. Oslund is in a position to obtain this and I do not know what the cost of it will be, and he may object to the amount; but at any rate I have left the amount blank in the form of lease I am enclosing, and you may fill it in, but I would suggest you make it for as reasonable an amount as you can so that Mr. Oslund willnot object to that provision in the lease.

If there are any corrections or changes, you might write them in on the lease or on a separate piece of paper and let me know so that I can rewrite them, if that is necessary.

Very sincerely yours,

H. L. Faulkner

HLF/L

COPY

FAULKNER AND BANFIELD
Attorneys at Law
Juneau, Alaska

August 28, 1946

Lucien H. Tribus
Assistant General Counsel
Board of National Missions
Presbyterian Church
156 Fifth Avenue
New York 10, New York

Dear Mr. Tribus:

There has been a long delay in preparing the Oslund lease for the property at Haines, but this delay was occasioned because of the fact that we did not have the proper description.

When Mr. Booth returned a few days ago from Haines, he brought a plat with him and we employed Mr. Harold Foss, an architect and surveyor to prepare a correct metes and bounds description of the tract from that plat.

I have now prepared a form of lease and I enclose one copy for your inspection, and I am sending a copy to Haines to Miss Miller to be inspected by Mr. Oslund, or whoever is acting for him. I wish you would look this over and let me know at once whether it is agreeable to the Board and then I am asking Miss Miller to submit it to Mr. Oslund or his agent to see whether he objects, for both parties, of course, must agree to the terms of the lease.

If you will let me know as soon as possible, then we can prepare some other copies and send them to you by air mail to be executed and returned air mail; then we can send them to Haines to be executed by Mr. Oslund and returned from there directly to you, with Mr. Oslund keeping his copy.

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If there are any corrections or changes, you might write them in on the lease or on a separate piece of paper and let me know so that I can rewrite them, if that is necessary.

Very sincerely yours,

(Signed) H. L. Faulkner

HLF:L
Enc.

FORD SALES AND SERVICE PAINTS AND VARNISHES

E R I K O S L U N D

Hardware and Drayage
Haines, Alaska Aug. 30, 1946

H. L. Faulkner
Jumeau, Alaska

Dear Mr. Faulkner:

Enclosed find money order for $100.00 lease rent for one year.

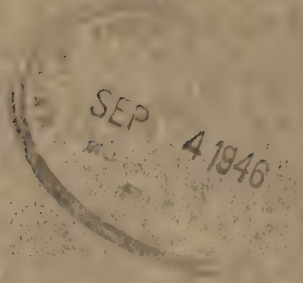
Where a lease goes into an estate is it still good also does a person who has a lease on ground do they have the first chance to buy property if it should come up for sale. What I want to look out for is if after my lease has run its time of ten years I should want a new lease or buy ground I can and not be pushed off. If Haines Mission should ever sell out here that this ground which we are leasing will not be sold with the main plot. That we be given chance to buy. The ground which I am leasing.

Yours truly,

Erik Oslund
By Alton Nelson Mgr.

Copy for Miss Voss

September 3, 1946.



AIR MAIL

H. L. Faulkner, Esq.,
Faulkner and Banfield,
Juneau, Alaska.

Dear Mr. Faulkner:

Miss Voss and I have given your letters of August 27th and 28th, respectively, our careful attention and consideration. We were especially interested in your comments in the third paragraph of your letter of the 28th, because this bears out the same suspicions which we have entertained for some time. It seems very strange that the War Department should single out this tract of land at Haines for condemnation, at what to us appears to be a very low sum, when it is selling, through the War Department, most of the other properties which it acquired during the recent emergency, or it had held for a long time.

We are therefore of the opinion that unless the cost of contesting the condemnation proceedings will be so material that it would be impractical to oppose the government, ~~that~~ we should proceed to protect our interest in this property. If, in your opinion, we have even just a reasonably good case, I personally favor contesting, and Miss Voss, the head of our Unit of Educational and Medical Work, also shares this opinion and has instructed me to write you to prepare the necessary papers to uphold the Board's claim for a considerably larger sum, unless, in your opinion, such procedure would be unwise and unsound financially.

We are very glad to learn of the great interest which Delegate Bartlett has shown in this proceeding, and we appreciate his friendship to this institution.

An early reply will be appreciated.

Sincerely yours,

Lucien H. Tribus
Asst. General Counsel

LHT/MT

COPY

FAULKNER AND BANFIELD
Attorneys at Law
Juneau, Alaska

August 28, 1946

Lucien H. Tribus
Assistant General Counsel
Board of National Missions
Presbyterian Church
156 Fifth Avenue
New York 10, New York

Dear Mr. Tribus:

I worte you yesterday about the suit of the United States based on the taking of the land of the Mission at Haines. After I wrote you that letter Mr. Booth saw Delegate Bartlett, Delegate to Congress from Alaska, who was here yesterday and who left for Interior Alaska last night.

None ofus understood why the War Department would want to take more land when they are selling off what they already have at Haines. It may be, of course, that since they have oil tanks on one tract and warehouses on the other tract that they want to sell the oil tanks and warehouses and would rather sell the land along with it.

On the other hand it may be that some one isusing the War Department to get them to take over this land under the statute which gives them the right to do so, and then to sell it to a purchaser who is already arranged for. This, of course, is only a suspicion, but Delegate Bartlett could not see why they would want to take more land at this time, so he has sent a strong telegram last night to the General Land Office, Interior Department, at Washington, asking them to look into this taking at Haines and to investigate - and to wire the results by the end of this week. Delegate Bartlett will not be here, but his secretary will be here until Saturday and if we hear from the General Land Office we shall let you know.

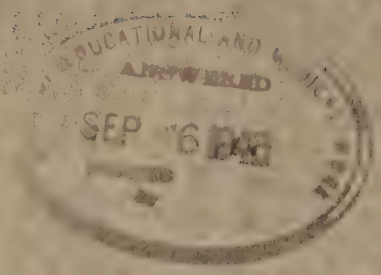
Very sincerely yours,

(signed) H. L. Faulkner

HLF:L

Copy for Miss Voss

Faulkner and Banfield
Attorneys at Law
Juneau, Alaska



September Third
1946.

Mr. Erik Oslund

HAINES, Alaska.

Dear Erik:

I have received your letter of August 30th in which you returned to me the form of lease I had sent Miss Miller for her inspection and yours. You also enclosed a post office money order for $100.00 payable to the Board of National Missions, New York.

You ask me about an option to purchase the land at the expiration of the term of the lease. The form of lease which I had drawn and sent you and which I had also sent to the Board in New York did not contain any option to purchase.

This is the first time I had heard anything about an option to purchase. I am sending your letter and a copy of this letter to Mr. Tribus of the Board at New York and I shall probably hear from him shortly.

In the meantime I shall hold the money order here until the lease is agreed upon and signed and then I shall forward it to the Board at New York.

Very sincerely,

H. L. Faulkner.

The form of lease which I sent to Haines is a lease which would go to your heirs and administrators at your death, but as I have said, I do not know what changes the Board may want to make in this form.

September 9, 1946

AIR MAIL

Mr. H. L. Faulkner
Faulkner and Banfield
Juneau, Alaska

My dear Mr. Faulkner:

Your letter of August 28 to Mr. Tribus with the lease for the land to be rented to Mr. Erik Oslund came in just before he left for a trip to the West Coast to be gone about two weeks.

Since the description of the plot in the lease does not agree with the description in the previous lease to Mr. Oslund and correspondence concerning the additional piece desired and since there has been a question about the description of the adjoining land which the Government had condemned, Mr. Tribus thought that we should have both pieces of land clearly defined before entering into any agreement. He suggests that we ask you to secure for us a survey showing these two pieces of land, with metes and bounds, in their relation to each other and to the rest of the Haines House property. You stated in your letter that Mr. Harold Foss was secured recently to survey the property in order to ascertain the metes and bounds for the description in the lease so he will have the necessary information to provide these sketches.

If you can have these sketches in our hands by the time Mr. Tribus returns from the West Coast he will give the matter his immediate attention.

Mr. Tribus suggests further that we send you a photostatic copy of the old survey which we have of the Haines property. This is the one we refer to constantly and we have endeavored to locate on it the property in question as well as the other piece which the Government has condemned but would appreciate having the locations checked and corrected if necessary, and also have the metes and bounds added.

Very sincerely yours

Assistant in the Unit
Educational and Medical Work

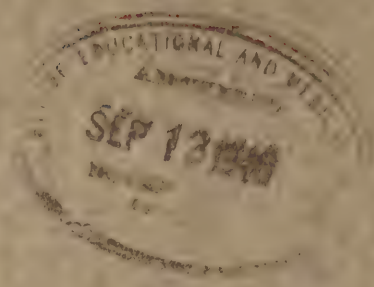
FMG:ehf

Copy for Miss Voss

FAULKNER AND BANFIELD

Attorneys at Law
Juneau, Alaska

September 9, 1946



Mr. Lucien H. Tribus
Board of National Missions
Presbyterian Church
156 Fifth Avenue
New York 10, New York

Dear Mr. Tribus:

I acknowledge receipt of your letter of September 3rd in which you asked us to contest the suit brought by the Government for the condemnation of two portions of the Haines Mission Site, U.S. Survey #735, which contained 26.837 acres.

I do not think we can successfully contest the taking of the land in this Court action, and I think the only issue we can raise is as to the price; so I have prepared an Answer to the Summons and this is being filed today or tomorrow as our time expires on September 11th. I think I wrote you about it- that the time was extended.

The procedure, I believe, is for the Court to appoint appraisers to appraise the value of the land, and I shall let you know the step the District Attorney takes next with reference to the appointment of appraisers.

It may be that we cannot have the land appraised for any greater price, but you will notice by the Answer, a copy of which is enclosed that I am alleging the value of the whole tract, Survey #735, depends upon its being kept in tact, and that to cut off 26 acres more would be more than a matter of the value of that 26 acres to purchaser or taker, but it would greatly lessen the value of the remainder to the Board.

I hope this Answer will meet with your approval, and I shall keep you informed of further steps.

Very sincerely yours,

H. L. Faulkner

HLF:L

Enc.
cc. Miss Isabel Miller.

IN THE DISTRICT COURT, FOR THE TERRITORY OF ALASKA

DIVISION NUMBER ONE, AT JUNEAU.

* * * * * * * * * * * * * * * * * *

UNITED STATES OF AMERICA,

Plaintiff.

vs.

No. 5583-A

26.837 ACRES OF LAND, MORE OR LESS, SITUATE IN THE TERRITORY OF ALASKA, AND THE BOARD OF NATIONAL MISSIONS OF THE PRESBY* TERIAN CHURCH IN THE UNITED STATES OF AMERICA, INC.

ANSWER OF DEFENDANT, BOARD OF NATIONAL MISSIONS OF THE PRESBYTERIAN CHURCH IN THE UNITED STATES OF AMERICA, INC.

Defendants.

Comes now the Board of National Missions of The Presbyterian Church In The United States of America, Inc. and appears herein in response to the Summons issued herein, and directed to it for the taking of its two tracts of land at Haines, Alaska and designated in the summons as "Tract No. 1-A" and "Tract No. 2-A" and states and prays as follows:

I

That this defendant is a corporation, organized under the laws of New York, authorized to do business and to hold land in the Territory of Alaska, and that it has complied with all the laws of Alaska applicable to it as a corporation.

II

That it is in the possession and occupancy of the two tracts of land described in the summons, and that it obtained title thereto by patent from the United States, dated September 16, 1912, now of record in the office of the Recorder for the Skagway Recording District at Skagway, Alaska in volume No. 9 of Deeds, pages 33-34.

III

THat the two tracts of land aforesaid are a portion of the land embraced in U.S. Survey No. 735, all of which was patented to this defendant by the United States, and has been for many years occupied and possessed by defendant and used as a church mission and school and solely for religious, educational and charitable purposes, and defendant is in need of the whole tract of land embraced in U.S. Survey No. 735, a portion of which has already been taken by the United States.

IV

That on August 5th, 1946, the Secretary of War filed his declaration of taking of the two tracts above mentioned, and estimated the compensation to be allowed the defendant at $2675, which is a little less than the sum of $100.00 an acre.

V

That on account of the fact that the two tracts aforesaid are separate parts of the whole tract embraced in U.S. Survey No. 735, their separation from that tract and the transfer of the title to them, and the deprivation of defendant's use and possession of them will greatly lessen the value of the whole tract embraced in U.S. Survey No. 735 to the defendant, which has for many years used that tract in its extensive religious, charitable and educational work.

VI

That the defendant has valuable buildings, structures and improvements on the land in Survey No. 735, and it has expended large sums of money thereon in connection with its work, and the value of the land in Survey No. 735 depends upon keeping the whole tract in the ownership of one person or corporation, and devoting the whole to a single use.

VII

That the sum of $100.00 an acre for the two tracts of land described in the summons and referred to herein is wholly inadequate.

VIII

Defendant denies that the tracts of land described in the summons are necessary as a site for the erection of military installations.

IX

That the tracts of land aforesaid are reasonably worth the sum of $250.00 an acre or a total of $6709.25.

WHEREFORE defendant prays that the value of its property herein described and described in the summons may be appraised in the manner prescribed by law; and that it may be paid compensation for taking its property in the sum of $6709.25 with interest thereon at the rate of 6% per annum from the time of actual taking, and that the compensation may be paid to it in accordance with law; and that defendant may have such other relief as is meet in the premises.

FAULKNER AND BANFIELD
Attorneys for Defendant.

United States of America,
SS.
Territory of Alaska

I, the undersigned, Willis R. Booth, being first duly sworn, depose and say: That I am the agent of the Board of National Missions of the Presbyterian Church in the United States of America, Inc. the defendant named in the foregoing answer, and that I am authorized to make this verification on its behalf. That I have read the foregoing answer and know its contents, and that the facts therein stated are true and correct as I verily believe.

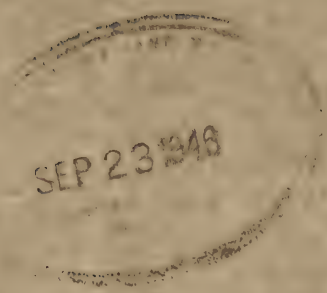
WILLIS R. BOOTH

Subscribed and sworn to
before me this 9th day of
September, 1946.

H. L. Faulkner
Notary Public for Alaska
My Commission expires Aug. 6, 1948

Copy for Miss Voss

V. B



Paul Hanna

FAULKNER AND BANFIELD
Attorneys at Law
Juneau, Alaska

September Sixteenth
1 9 4 6.

Mr. Lucien H. Tribus,
Board of National Missions
Presbyterian Church,
156 Fifth Ave.
NEW YORK (10) N.Y.

Dear Mr. Tribus:

In the matter of the condemnation suit which was brought by the government to condemn and pay for two tracts of land of the mission, I filed the answer on September 11th. I have sent you a copy of that.

In view of the fact that delegate Bartlett is causing some investigation to be made with reference to the necessity for the "taking" of the property by the War Department, it was agreed between the District Attorney and myself that nothing more be done with the matter of appraisal at this time and to let the case stand as it is until after the first of next January.

Very sincerely,

H.L. FAULKNER.

COPY

FAULKNER AND BANFIELD
Attorneys at Law
Juneau, Alaska

September Sixteenth
1946.

Miss Florence M. Goddard,
Asst. Educational and Medical Work,
Board of National Missions,
Presbyterian Church in U.S.A.
156 Fifth Ave.,
NEW YORK (10) N.Y.

Dear Miss Goddard;

I have received your letter of the 9th Inst. with reference to the Oslund lease.

I do not think I could get an accurate survey of the two tracts of land as mentioned in your letter without having a surveyor on the ground.

There is a description on the piece the government wants, in the summons, and the description of the portion Oslund wants is contained in the draft of the lease which I sent Mr. Tribus.

If you still want us to incur the expense of a survey, please let me know. Perhaps you could get a surveyor or draftsman in New York who would co-ordinate the two for you. If you cannot do that perhaps I could get someone here to do that, but if you want a survey and an accurate description it will involve the expense of sending a surveyor to Haines.

Very truly yours,

H. L. Faulkner.

Haines House

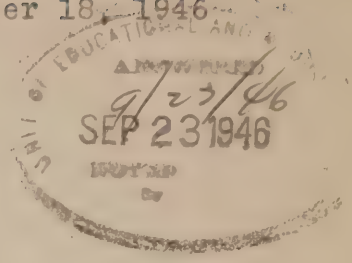
Haines, Alaska

Owned and operated by

Board of National Missions
of the
Presbyterian Church in the United States of America

Isabel Miller, Executive

September 18, 1946



Miss Edna R. Voss,
156 Fifth Avenue,
New York 10, N. Y.

My dear Miss Voss:

I would like to add a little more to the letter that I wrote last week concerning the land condemnation rumor.

Saturday afternoon, I noticed two surveyors working on our land, and when Mr. Fox and I asked them very politely how they happened to be there, they avoided looking at us and were extremely rude in their answers, though finally admitting that they were from the Dept. of Interior, told us nothing more. The children say that they were the ones that were here earlier in the summer. Of course, they may just be doing some map work for the Dept., but they could be polite about it anyway.

The S. J. S. II came in that evening, and I decided that I would feel better to talk things over with Mr. Faulkner and Mr. Booth so I went down to Juneau Sunday evening and back on the mail boat Monday night. I enjoyed my stay with the Booths, having a chance to do some shopping, meeting Dr. Baird of San Anselmo, and getting acquainted with a good many of the folks in the Welfare and Health offices to whom we write so often. I was able to see Mr. Faulkner, and I felt better after talking, separately, to him and Mr. Booth. They both feel that there is something underhand going on, and they have approached Rep. Bartlett about it, asking him to investigate in Washington, and he in turn has gotten in touch with General Craig.

Mr. Faulkner has written you I think that nothing more will be done about the two plots, A-1 and A-2, which have already been condemned, and our protest regarding the price offered until January.

In Alaska, one needs something like radar to detect the grains of truth from among the mountains of rumor if one is to escape the jitters, I guess. The latest is that our land is already marked off in lots and streets.

Very sincerely yours,

Isabel Miller

Isabel Miller

Pers
Haines

Air Mail

September 18, 1946

My dear Miss Miller:

I think I would not be too much disturbed if I were you over those rumors you are hearing of the Government's taking over all of our land at Haines for resale to Haines residents. There is probably not the slightest doubt but what the Haines people would like to have the property. One reason we are holding on to it is that we feel sure it is going to be valuable a little later and can probably be sold off for city lots at a sum which will enable us to rebuild and enlarge Haines House.

Mr. Tribus is away from the office just now, but we are having your letter copied for him. In the meantime, we here feel that our interests are in good hands when they are in the hands of Judge Faulkner. If the rumors persist and you have reason to feel that they are not rumors but facts, do not hesitate to get on your little plane and go to Juneau to see Judge Faulkner, making an appointment with him beforehand, of course.

Sincerely yours,

Edna R. Voss, Secretary
Unit of Educational and
Medical Work

Miss Isabel Miller
Haines House
Haines, Alaska
ERV:jd
CC: Mr. Tribus

Haines House

Haines, Alaska

Owned and operated by

Board of National Missions
of the
Presbyterian Church in the United States of America

Isabel Miller, Executive

EDUCATIONAL ... ARCHIVES
SEP 17 1946
RECEIVED

Tribus

September 12, 1946

Miss Edna R. Voss,
156 Fifth Avenue,
New York 10, N. Y.

My dear Miss Voss:

I was relieved when I received letters a few weeks ago from you and Miss Goddard and the copy of one from Mr. Tribus and felt after reading them that the matter of our property condemnation was cleared up. But this morning I heard again from local sources that a movement is on foot to have the government condemn all our property in order that men here in town can buy it.

Mr. Ross Revel approached me early in the summer regarding the lease or sale of the strip of land lying between the church and public school which he says the citizens of the town would like to develop in order to have a better balanced business district. I can understand the desire on their part, considering its desirability and the little use to which we put it. I told him of Miss Gladfelter's prospective visit next spring, and gave him the names of our Juneau lawyers, but told him I could do nothing more. Even though I feel that our refusal to lease and to sell is partly to blame, I am disgusted if they are resorting to this underhand method of securing the property. I feel sorry for them, too, if in their cupidity they lose the influence of an altruistic institution. (I remember so well how envious some people in Hot Springs were of the Dorland-Bell property, and how much they regretted its closing later.)

So far my relations in the town have been very pleasant, and people have gone out of their way to be helpful. Two weeks ago, when I foolishly got myself lost over night, with no bad effects whatsoever, I was touched by the great concern which everyone in town, all classes and kinds, showed for my welfare and by the way they searched most of the night and until I was picked up about 9:30 the next morning. (Please do not scold. I promise not to investigate the size of Alaska on myown again.) So I hate to think that I must develop a feeling of distrust of the town's leaders, and I sincerely hope that this is only another rumor. However, I realize my total inadequacy with the situation that involves politics and money making, and I feel it would be a mistake for me to monkey with it, at least any more than reporting what I hear to you. It would certainly be a help if someone with time for investigation and with authority could take time to clarify this land situation and let us and the town know just where we stand. This seems to me to be one of the most needed and worthwhile of the places I have worked, but planning and working on "quick sand" is difficult.

We have not received direct notice, but I understand that Standard Oil of California leased from the Government, on August 1st, Tract A-1 containing

the big oil tanks. Standard Oil has turned over the use of the tanks to Mr. Oslund and Mr. Nelson, their agents here. We are glad if that part is settled and prefer to have Mr. Nelson in charge to that tract as well as that section beyond, which he and Mr. Olsund are leasing directly from us.

Very sincerely yours,

Isabel Miller

Isabel Miller

P. S. Your letter of August 26th with its kind P. S. came while I was in the midst of this letter and made me smile and feel a little less doleful.

J. D. M.

Mr. Tribus
Miss Voss

September 19, 1946

I think you should see this correspondence with Miss Miller on the Haines property situation.

Edna R. Voss

ERV:jd

Air Mail

September 23, 1946

My dear Miss Miller:

Your letter of September 18 telling us that you went down to Juneau crossed mine to you in which I suggested that you do just that. I am sure you feel better now that you know from Judge Faulkner and Mr. Booth that Representative Bartlett is investigating the Haines situation for you.

Sincerely yours,

Edna R. Voss, Secretary
Unit of Educational and
Medical Work

Miss Isabel Miller
Haines House
Haines, Alaska
ERV:jd

September 23, 1946

AIR MAIL

Mr. H. L. Faulkner
Faulkner and Benfield
Juneau, Alaska

My dear Mr. Faulkner:

This is just a line to acknowledge your letter of September 16 in regard to the Oslund lease at Haines, Alaska. As Mr. Tribus will be back in the office shortly I shall refer this to him and he will write you further about the matter.

Very sincerely yours

Assistant in the Unit
Educational and Medical Work

FMG:ehf
cc to Mr. Tribus

Mr. Tribus
Miss Goddard

September 23, 1946

I am returning to you the letter which came in from Mr. Faulkner about the Oslund lease just before you left for the West Coast. You will recall that it was decided that I would write Mr. Faulkner asking him to give us an accurate description and survey if possible of the tracts of land involved in this lease since there had been some misunderstanding about this and the land condemned by the Government. I am sending you a copy of my letter to Mr. Faulkner together with his reply. Please let us know what the next step should be.

You will recall that the reason we questioned this description was because it did not agree with the description in the previous lease given to Mr. Oslund nor could we check it with the description of the property adjoining being condemned by the Government.

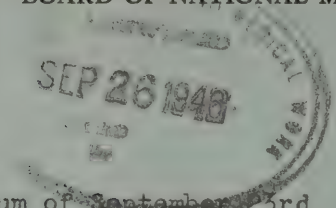
Assistant in the Unit
Educational and Medical Work

FMG:ehf

INTER-OFFICE CORRESPONDENCE

BOARD OF NATIONAL MISSIONS

TO Miss Goddard
FROM Mr. Tribus
RE:



DATB September 24, 1946

In reply to your memorandum of September 23rd, please be advised that I conferred this morning with our General Counsel, Mr. Roy M. Hart. Mr. Hart felt that we should have a survey made in this case. He also felt that before the lease is signed, it should be submitted to the Board for approval. I do not want to have any mixup in view of the negotiations with the Government. If it is your wish that I write Mr. Faulkner, I shall be glad to do so or you may write him. I think that if either of us write him, we ought to return the lease to him for correction and also advise him that when the lease is in acceptable form, it must be submitted to the Board before signature. I explained the situation to Mr. Hart and I am sure that he is in favor of this transaction under the circumstances.

copy of memo returned to Mr. Tribus

Lucien H. Tribus
Asst. General Counsel

lht/ar
c.c. Miss E. Voss

September 25, 1946

SEP 27 1946

Faulkner and Banfield
Attorneys at Law
Juneau, Alaska

ATTENTION: Mr. H. L. Faulkner

Dear Mr. Faulkner:

This will acknowledge the receipt of a copy of a letter which you sent to Mr. Erik Oslund on September 3, 1946. In reply thereto, please be advised that the Board will not consider an option to purchase. I also suggest that you inform Mr. Oslund that when the lease is in final shape, it will have to be submitted to the Board for action.

Sincerely yours,

Lucien H. Tribus
Asst. General Counsel

lht/ar
c.c. Miss Edna Voss

Copy for Miss Voss

September 27, 1946.

Re: Erik Oslund Lease

H. L. Faulkner, Esq.,
Faulkner and Banfield,
Juneau, Alaska.

Dear Mr. Faulkner:

By this time you will have received the photostatic copy of the survey of the Haines property. Our general counsel feels it advisable, in view of the pending suit between the Board and the U.S. Government, coupled with the fact that Mr. Oslund is already in possession of a portion of the Haines property, to have a new survey made and the description inserted in the proposed lease. Will you also kindly mark in red on the photostatic copy which you have, the metes and bounds description derived from the new survey. It might be well, before finally authorizing this survey, to let me know as nearly as possible, the cost.

We would also like to have your judgment on this matter. It may be that you will be able to identify the description which you prepared for the lease on the survey which you already have. I understand, however, that there is some question as to the title of a small part of the property which Mr. Oslund requires. In view of the fact that the lease is for a period of ten years, we feel that every precaution should be taken at this time.

In addition, as I have previously written you, I think Mr. Oslund should be made to clearly understand that we do not contemplate giving any option to purchase at this time.

With kind regards, I am

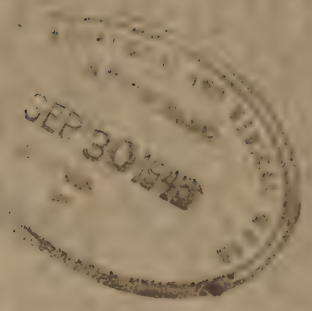
Sincerely yours,

Lucien H. Tribus
Asst. General Counsel

LHT/MT

Copy for Miss Voss

September 27, 1946.



H. L. Faulkner, Esq.,
Faulkner and Banfield,
Juneau, Alaska.

Dear Mr. Faulkner:

Miss Isabel Miller, our executive at Haines House, in a letter dated Sept. 12, 1946, makes the following statement:

> "We have not received direct notice, but I understand that Standard Oil of California leased from the government on August 1 Tract A-1 containing the big oil tanks. Standard Oil has turned over the use of the tanks to Mr. Oslund and Mr. Nelson, their agents here. We are glad that part is settled and prefer to have Mr. Nelson in charge of that tract as well as that section beyond, which he and Mr. Oslund are leasing directly from us."

We are surprised to have this news in view of the fact that the Board of National Missions holds a lease with the Government of the United States which covers the tract in question, and which so far as we know, is still in full force and effect. I believe you have a copy of this lease and will be able to check at once as to whether any assignment has been made.

Sincerely yours,

Lucien H. Tribus
Asst. General Counsel

C.C. to Miss Isabel Miller,
Haines House,
Haines, Alaska.

LHT/MT

Share with Mr. Tribus

Miss Voss

INTER-OFFICE CORRESPONDENCE

BOARD OF NATIONAL MISSIONS

TO Miss Voss and Mr. Tribus
FROM Unit of Work in Alaska -
DATE October 14, 1946
RE: Recent information received from The Rev. Kenneth F. Fox, Pastor of our Church in Haines, Alaska

EDUCATIONAL A
OCT 15 1946

"I am quite disturbed again over our Haines House property. We have had surveyors here for something like two weeks surveying on our land. We have been hearing a persistent rumor that our Haines property is to be condemned and turned over to the army to be used as an airfield. This may be nothing more than a rumor but it seems to fit in with a general pattern. At least the Board ought to be very much aware of possibilities." (per Mr. Fox's September report to our Unit received October 4th)

Noted - 10/17/46
L.H.T. - Shall we do anything with this
we are checking with L.H.T

FK

Unit of Work in Alaska
per Freda Florence

10/21/46

Miss Voss: What is your opinion?

L.H.T.

FAULKNER AND BANFIELD
JUNEAU, ALASKA

October 17, 1946.

Lucien H. Tribus,
Board of National Missions
Presbyterian Church,
156 Fifth Ave.,
New York 10, N. Y.

Dear Mr. Tribus:

I received your letter of September 27th sometime ago, in which you stated that you would like to have a new survey made of the property which will be involved in the Oslund lease.

I do not see how we can get a description of the property covered by the old lease unless you want to go to the expense of a survey, for the old lease didnot have any description by metes andbounds.

You ask me what it would cost to have a survey made.

Itwould be necessary to send a surveyor from Juneau, and they are very hard to get. I have delayed answering your letter in the hope that I could get you some definite information about this, and Mr. Metcalf, the local surveyor and the only one who might possibly be available was to let me know the approximate cost of the trip to Haines for this purpose.

If you should decide to employ him and send him to Haines we might have him at the same time check up the description of the two tracts which the Government is seeking to condemn. I am hoping to have some definite figures from him today so that I can insert it as a postscript in this letter.

It might be that you would want to leave the matter of the Oslund lease open until we see what is going to be done by the Government in the matter of its condemnation suit.

Delegate Bartlett was here a few days ago, and he left yesterday for Ketchikan, where he will stay a few days, and then he expects to be in Washington the latter part of this month, and he promised to take this matter up with the War Department to see just why it is they are condemning this land at this time.

It might be that if the Oslud lease could be held over pending a report from Delegate Bartlett, that we could straighten the matter out then much easier. It might be well for you to write Delgate Bartlett a letter direct and call his attention to the fact that these two tracts of land are portions of the Mission property at Haines, and that they were forerly leased by the War Department and that you cannot understand why they are now seeking to condemn the two tracts, and ask him to make an investigation.

He has all this information in Washington, and his secretary already took the matter up with the Interior Department; but I think it would be well to have you write him about November 1st, after he has had time to reach Washington and look over the various matters that have accumulated during his

long absence.

Then if you think the Oslund lease can wait until you get the other matter straightened out, we might have some espense. I note in your letter that you say you did not want to give Mr. Oslund any option to purchase the property, but are interested only in the lease.

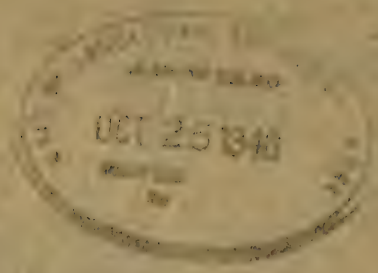
Very sincerely yours,

H. L. Faulkner

HLF/L
cc: Miss Isabel Miller

P.S. I have seen Mr. Metcalf, the surveyor, who is the only one here, and he says he is very busy and couldnot go to Haines for some time, but if you require the survey made, he says it would cost at least $600.00.

H.LF.



October 23, 1946

Re: Eric Oslund Lease

Miss Isabel Miller, Executive
Haines House
Haines, Alaska

Dear Miss Miller:

Thank you for your letter of October 18, 1946 regarding the above captioned lease.

The lease is not being prepared in my office but is being prepared by Mr. H.L. Faulkner of Faulkner and Banfield. When Mr. Faulkner has determined the answers to certain question now in his hands, I would suggest that Mr. Oslund communicate with Mr. Faulkner, who will no doubt be able to explain to him the reasons for the delay.

My office is relying entirely upon the advice of our attorney, and I repeat, we are not preparing the lease but will submit it to the Board for its approval when Mr. Faulkner has prepared it and submitted it for signature.

Sincerely yours,

Lucien H. Tribus
Asst. General Counsel

lht/ar
c.c. Mr. H.L. Faulkner
c.c. Miss Voss

Miss Voss:
I have written to
Bartlett.
L.H.T.

FAULKNER & BANFIELD
JUNEAU, ALASKA

November 5, 1946.

Lucien H. Tribus,
Board of National Missions
Presbyterian Church
156 Fifth Ave.,
NewYork 10, N.Y.

NOV 14 1946

Dear Mr. Tribus:

In your letter to me of November 1st you asked me how certain matters were progressing, particularly the condemnation proceedings of the Government, and the Erik Oslund lease.

The condemnation proceedings are held in abeyance until Delegate Bartlett shall have had an opportunity to look into the matter in Washington. He went back to Washington about 2 weeks ago. Since he had been absent nearly all Summer, he would probably have a great many things accumulated and it will take him a little time to clear away the work and to do all the things which are waiting his attention.

In the meantime I have made arrangements with the District Attorney to allow the condemnation proceedings to be delayed pending receipt of some word from Delegate Bartlett. If he is unable to induce the War Department to withdraw its suit, then the whole question will be as to the price which the Government will pay for the property.

You understand our Judge of the District Court has been very ill for over a year, and we hear there is little hope of his recovery. The only Court we have had here has been two short terms held by Judge Kehoe of Nome. The Judge held a short term here in August and then went to Ketchikan and held a term there. He is here today on his way back to Nome and he is going to set the next term to be held sometime the latter part of January. By that time probably a Judge will have been assigned here permanently.

I would suggest that you write Delegate Barlett a letter and ask him what he has learned with reference to the reasons for the War Department wanting to condemn this mission property at Haines. I talked to him about it when he was here in October.

Mr. Booth talked to him about it in the Summer and Delegate Bartlette had sent some telegrams to Washington, but got no satisfactory answer. I thought perhaps that since the War Department had a lease on this property formerly and had erected some buildings on one tract and some oil tanks on the other tract they wanted to sell these improvements and they thought they could be sold easier if the land went with them. That is rather a roundabout method and not strictly ethical according to my reasoning. I mentioned this to Delegate Bartlett, and he thought there might be some other reason, but what it is we are unable to say as the War Department is abandoning its other property at Haines.

I think you should write to Bartlett and find out whether he has had time to give the matter attention and find out what the War Department says.

Sincerely yours,

HLF/L

H. L. Faulkner

copy for Miss E. Voss

Congress of the United States
House of Representatives
Washington, D.C.

November 8, 1946.

Mr. Lucien H. Tribus,
Asst. General Counsel,
Board of National Missions of the
Presbyterian Church in the United
States of America,
156 Fifth Avenue
New York 10, N.Y.

Dear Mr. Tribus:

Answer to your letter of November 1 has been delayed by the fact that I have been out of town. I should very much like to talk with you about the situation at Haines but first I am anxious to get some further information from the Northwest District of the Sixth Service Command which apparently instituted the condemnation proceedings. If this slight delay will not inconvenience you I shall wait until a reply has been received before writing you again. This should be within a week or so. Before leaving Juneau in October I talked about the Haines matter with Mr. Faulkner and with the Reverend Mr. Booth, Presbyterian Minister at Juneau.

Sincerely yours,

E.L. Bartlett
Delegate

November 12, 1946

Congressman Bartlett,
House of Representatives
Washington, D.C.

Dear Sir:

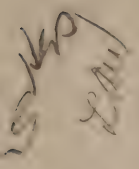
This will acknowledge the receipt of your good letter of November 8, 1946. I shall await further word from you after you have secured further information about this matter from the Northwest District of the Sixth Service Command.

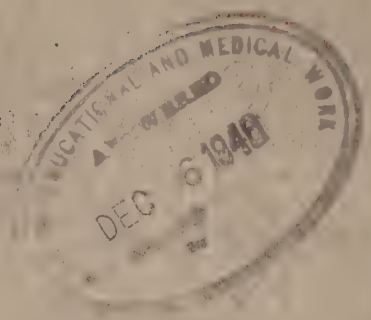
Sincerely yours,

Lucien H. Tribus
Asst. General Counsel

lht/ar
c.c.Miss E. Voss

Copy for Miss Voss





December 5, 1946.

Hon. E. L. Bartlett,
Delegate from Alaska,
House of Representatives,
Washington, D. C.

My dear Mr. Bartlett:

I appreciate very much your letter of December 3, 1946. Immediately upon receipt of same I communicated with our Unit of Educational and Medical Work and learned that Miss Edna Voss, the head of the Unit, would not return to the office until the 16th of this month. If you are going to be in Washington indefinitely, I presume it will be agreeable to you to arrange a date shortly after her return. However, if for any reason this is inconvenient, I can arrange to come and see you in the immediate future, accompanied possibly by one of Miss Voss' assistants.

In the meantime, in order to briefly familiarize you with the correspondence, especially in view of the letter dated Nov. 27, 1946 signed by R. C. Crawford, Brigadier General, Acting Chief of Engineers, in which he makes this statement: "Representatives of this office reported that the Board of National Missions of the Presbyterian Church would favorably consider a sale at $100.00 an acre." I wish to make it absolutely clear that we at no time intimated or agreed that we would accept this amount. Fortunately I have a copy of a written memorandum made of our conversation with the Government representative, Mr. Clyde J. Fitzgerald, Chief of the Real Estate Branch of the Northwest Service Command on Jan. 3, 1945, where the government's proposition for acquiring title to the property was first discussed. I enclose a copy of the memorandum and refer you particularly to paragraph (4).

On June 16, 1945 the Board received a letter from Joseph M. Morgan, Captain, Corps of Engineers, Chief Real Estate Branch, in which he submitted formal option of purchase agreements on behalf of the Government. The Government's offer was carefully considered and investigated by Mr. Faulkner, Mr. Stabler and other local representatives of the Board, with the result that a reply was sent to Joseph M. Morgan on Dec. 12, 1945, refusing the offer and returning the option papers. On Sept. 28, 1945 we wrote a similar letter to Mr. Clyde J. Fitzgerald. Copies of both these letters are enclosed for your information.

The Board, of course, is anxious to cooperate with the Government in every way but now that we have been advised that our property is worth considerably more than the Government offered for it, we see no reason, especially since the war is over, why this institution should be made to sacrifice its holdings.

I, of course, have a great deal of other correspondence pertaining to this case, but I think with the enclosed you at least have enough information to make a good beginning.

We appreciate very much your kindly offer of assistance.

Sincerely yours,

L. H. T.

Lucien H. Tribus
Asst. General Counsel

LHT/MT

Encl.

Mr. Tribus
Miss Gladfelter

December 6, 1946

In Miss Voss's absence, Miss Goddard has just reported to me a telephone message from you relative to the reply from Representative Bartlett of Alaska that he would be very glad to see Miss Voss and you in Washington at your convenience relative to the Condemnation Proceedings of part of our Haines property.

Miss Voss will not be back in the office until December 16 and then leaves again on December 25 for a trip south. I doubt whether she could manage a trip to Washington in the week that she is in the office. Would it be possible to arrange to see Delegate Bartlett on her return from the south? As her plans now stand, she will be coming through Washington on Saturday, January 4. Would you want to get in touch with Delegate Bartlett to find out whether this would be a possible day for a conference with him?

Katharine E. Gladfelter

KEG:jd

Copy for Miss Voss

December 10, 1946.

DEC 11 1946

Hon. E. L. Bartlett,
Delegate from Alaska,
House of Representatives,
Washington, D. C.

My dear Mr. Bartlett:

With further reference to my letter to you of December 5th, would advise that Miss Edna Voss, the head of our Unit of Educational & Medical Work, expects to be coming through Washington on her return from a southern trip, on Saturday, January 4th, 1947.

Would it be possible for us to arrange a conference with you on that day? If so, please let me know the hour most convenient.

Sincerely yours,

Lucien H. Tribus

Lucien H. Tribus
Asst. General Counsel

MT

Prop Haines

Mr. Tribus
Miss Goddard

December 12, 1946

In looking over the copy of your letter of December 5 to Honorable E. L. Bartlett regarding the Haines House property we notice that you have referred only to the question of the price offered by the Government in the condemnation of this property. We presume that in the discussion with Delegate Bartlett that you will make a protest concerning the condemnation itself since there seems to be a strong question of the necessity for the Government taking this property. It is, therefore, not only a question of the price but of the loss of the property.

Assistant in the Unit
Educational and Medical Work

FMG:ehf

Miss Goddard

INTER-OFFICE CORRESPONDENCE

BOARD OF NATIONAL MISSIONS

TO Mr. Tribus
FROM Miss Goddard
RE:

DEC 16 1946

DATE December 12, 1946

In looking over the copy of your letter of December 5 to Honorable E. L. Bartlett regarding the Haines House property we notice that you have referred only to the question of the price offered by the Government in the condemnation of this property. We presume that in the discussion with Delegate Bartlett that you will make a protest concerning the condemnation itself since there seems to be a strong question of the necessity for the Government taking this property. It is, therefore, not only a question of the price but of the loss of the property.

F. M. Goddard
Assistant in the Unit
Educational and Medical Work

FMG:ehf

This can be discussed & course but the matter will be heard in Court & we can then present our evidence.

MORTGAGES & PROPERTY
RECEIVED
DEC 13 1946